



Avery Homes, (Home)

Residency Agreement

FOR HEAD OFFICE USE ONLY.	
Date Approved:	Version:
Approved by:	Implementation Date:
Resident Type: LA, CHC, Self-Funder, Respite (please circle the relevant type)	
Residency Agreement Signed: Y/N	Relevant Appendices Signed: Y/N

Contract Part	Title	Page Number
Part 1	Definitions	4
Part 2	Terms & Conditions relating to your care	6
2.1	<i>Assessments</i>	6
2.2	<i>Accommodation</i>	6
2.3	<i>Medication</i>	6
2.4	<i>Change of Care Needs</i>	7
2.5	<i>Use of Lifting Aids & Hoists</i>	7
Part 3	Terms & Conditions relating to residency	8
3.1	<i>Personal Belongings</i>	8
3.2	<i>Residents & Visitors</i>	8
3.3	<i>Laundry</i>	8
3.4	<i>Receipt of Gifts</i>	9
3.5	<i>Additional Costs</i>	9
Part 4	Complaints	10
Part 5	Fees/Charges	11
5.1	<i>Fees</i>	11
5.2	<i>Fees for Respite Care</i>	11
5.3	<i>Local Authority Funding</i>	12
5.4	<i>Funded Nursing Care (FNC)</i>	12
5.5	<i>Continuing Health Care (CHC)</i>	13
5.6	<i>Payment Methods</i>	13
5.7	<i>Fee Increases</i>	13
5.8	<i>Guarantor</i>	14
5.9	<i>Transition to Local Authority Funding</i>	14
5.10	<i>Dilapidation Charge</i>	15
5.11	<i>Hospitalisation & Absence</i>	15
Part 6	Contract Termination	16
6.1	<i>Termination of Placement</i>	17
6.2	<i>Death of a Resident</i>	17
Part 7	Contractual Clauses	18
7.1	<i>Insurance Cover</i>	18
7.2	<i>Data Protection & GDPR</i>	18
7.3	<i>Acceptable Use of IT Systems</i>	19
7.4	<i>Operative Provisions</i>	20
7.5	<i>Performance</i>	21
7.6	<i>Liability</i>	21
Part 8	Resident Signature Page	23

Part 9	Funding Agreement	N/A
9.1	<i>Appendix A- to be completed for self-funding Residents</i>	N/A
9.2	<i>Appendix B- to be completed for LA & CCG Residents</i>	N/A
9.3	<i>Appendix C- relevant LA/CCG Complaints Process</i>	N/A

Part 1- DEFINITIONS

12-Week Disregard	As defined in clause 5.3.3 of this agreement.
Assessment	An evaluation of the Resident’s needs to determine the level of care they require.
Change In Care Needs	Where a significant change in the care the Resident requires occurs, in the reasonable opinion of the Provider.
CHC	NHS continuing healthcare is an ongoing package of health and social care that is arranged and funded solely by the NHS where an individual is found to have a ‘primary health need’. Such care is provided to an individual aged 18 or over, to meet needs that have arisen as a result of disability, accident or illness.
Data Protection Act	Data Protection Act 2018 is a United Kingdom Act of Parliament that updates data protection laws in the UK.
Fees	The fees payable in consideration of the Resident’s residence and services provided at the Home as detailed in Part 9 of this agreement, including FNC and CHC as applicable.
FNC	Funded Nursing Care, contributed by the NHS.
GDPR	General Data Protection Regulation. EU Law covering data protection and privacy.
Guarantor	An individual who acts as a guarantee, should the Resident fail in their obligations to pay the agreed amounts specified in this agreement.
Home	
Legal Power of Attorney (LPA) Finance	Power of Attorney is a legal document where one person (the donor) gives others (their attorneys) the right to make decisions relating to property and finance, including investments and property.
Legal Power of Attorney (LPA) Health and Welfare	Allows the attorney the right to make decisions relating to health and personal welfare.
Lifestyle Choice Supplement	The difference between the Resident Contribution plus the Local Authority Contribution or contribution received from Continuing Health Care and the agreed

fee rate for the Resident's additional lifestyle choices, specified in Part 9.2 of this agreement.

Local Authority Contributions	Fees contributed by the Local Authority.
Local Authority	Administrative body in local government that funds or part funds social care.
Notice Period	4 weeks' notice shall be given if the Resident intends to leave the Home.
Permanent Resident	A Resident requiring longer term care for a period of over 6 weeks.
Person Centred Care Plan	A plan of the assessed individual needs of the Resident, formulated prior to admission and updated during the Resident's stay at the Home.
Provider	
Resident's Representative	The person authorised to speak on behalf of the Resident and give instructions to the Provider in relation to the Resident's care and placement at the Home.
Resident	The person residing, and receiving care, at the Home under the terms of this agreement.
Resident Contribution	Contribution paid by the Resident as stipulated by the relevant Local Authority.
Respite Resident	A Resident requiring short term care for under 6 weeks.
Self-Funded	A Resident or third party paying the full cost of their own care.
Statutory Body	Local Authority/CCG or any other public body.
Trial Period	28 calendar days from and including the date that the Resident actually moves into the Home.

Part 2- Terms & Conditions relating to your Care

It is important that you read this document carefully before signing it, this Residency Agreement is legally binding.

Please note taking up residency will be regarded as acceptance of all terms and conditions of this Residency Agreement.

2.1 Assessments

2.1.1 Before a Resident's admission, an Assessment will be carried out by an experienced member of staff. The Assessment will support the development of a Person Centred Care Plan.

2.1.2 The Resident is accepted on the condition that the level of care and accommodation required can be met satisfactorily by the Provider within the requirements of the Health and Social Care Act 2008.

2.1.3 The Trial Period will allow for further assessment of the Resident and establish whether the Home is suitable for the Resident and the registered care provided.

2.1.4 If, after the Trial Period it is established that there is a Change in Care Needs of the Resident, the Provider reserves the right to amend the fee in accordance with this change pursuant to clause 5.7 of this agreement.

2.2 Accommodation

2.2.1 In return for the Fees payable under this agreement, the Provider agrees to provide accommodation and care in line with the Resident's Person-Centred Care Plan.

2.2.2 The Fees are inclusive of food, heat, light, accommodation, laundry (excluding dry cleaning), prescribed medications, and all personal care.

2.2.3 If the residents needs change significantly and there is a need to provide additional staff to manage 1-1 care, the resident will be notified in advance of the additional charges (including VAT where applicable) that will be payable.

2.3 Medication

2.3.1 If a Resident wishes to manage their own medication administration, Residents will be assisted to continue to do so. However, the following should be noted:

2.3.1.1 a medication self-assessment will be completed on admission and reviewed monthly;

2.3.1.2 the Provider cannot be held responsible for the safekeeping and dispensing of the medication; and

2.3.1.3 the lockable facility provided in the Resident's room must be used to store the medication and the Resident must ensure it remains locked whenever they are not in their room.

2.4 Change of care needs

2.4.1 The Resident's Person Centred Care Plan will be reviewed monthly to ensure that changes in needs are assessed, evaluated and updated accordingly. In the case of an increase in care needs, this may result in a Resident (who was originally assessed as requiring residential care) being re-assessed as requiring complex/nursing care.

2.4.2 The Provider reserves the right to review and if required increase the Fees accordingly in accordance with clause 5.7 of this agreement where the Resident has a Change in Care Needs from those that were previously assessed.

2.4.3 As soon as reasonably practical in the event of a Change in Care Needs, the Provider shall notify the Resident, Resident's Representative and relevant Statutory Body of the Change in Care Needs which may result in a need to transfer the Resident to a suitable facility to meet the needs of the resident.

2.4.4 In the event of a Resident's care requirements exceeding those offered by the Provider, or the Resident is not satisfied with the Provider, or if the Resident simply chooses to move, all reasonable assistance will be afforded to the Resident and their relatives by the Provider to ensure a satisfactory and mutually acceptable solution.

2.5 Use of Lifting Aids and Hoists

2.5.1 Each Resident will have their moving and handling needs assessed on admission and on a regular basis.

2.5.2 The Provider reserves the right to use moving and handling equipment, including hoists and bath hoists, to ensure safe handling for Residents and to protect the wellbeing of the staff.

Part 3- Terms & Conditions relating to Residency

3.1 Personal Belongings

3.1.1 Small items of personal furniture may be brought into the Home with prior agreement of the Home Manager. It is the Resident's responsibility to ensure that such items are clearly marked with their name.

3.1.2 Residents must not bring any soft furnishings into the Home that are not certified as being fire retardant.

3.1.3 The Provider shall not in any way be responsible for any damage or loss to the Resident's personal belongings, this includes jewellery, hearing aids, dentures and spectacles, unless the Provider has breached the terms of this agreement, in which case clauses 7.1.4 and 7.5 shall apply.

3.1.4 Residents must make available to the Home any electrical items for inspection, and must not use any such item if they have not been inspected or fail the inspection.

3.2 Residents and Visitors

3.2.1 Residents have unrestricted use of their bedrooms, bathrooms, communal rooms and gardens.

3.2.2 Visitors are welcome at any time so long as visitors act in a manner consistent with clause 3.2.3.

3.2.3 All Residents and visitors are treated with respect and dignity. We expect that staff are treated with the same ethos.

3.3 Laundry

3.3.1 All personal clothing is laundered in the Home, unless we receive specific instructions from the Resident (or the Resident's Representative) who wish to do the laundering themselves, in which case items of clothing will be placed in a bag by staff in the Resident's bedroom ready for collection.

3.3.2 Whilst every care is taken when laundering personal clothing, the Provider does not accept responsibility for damage or loss. We would, therefore, strongly recommend that all items of clothing are personalised before being brought into the Home as this significantly reduces the risk of losses occurring. We also launder clothes at 60 degree plus for infection control purposes, therefore it is important that clothes are suitable to be washed in high

temperatures

3.3.3 We do offer a clothes tagging system which is a one-off payment currently charged at £25.00 upon admission and covers clothes tagging for the duration of the Resident's stay.

3.4 Receipt of gifts

3.4.1 Under no circumstances are employees permitted to receive gifts either monetary or material from a Resident.

3.4.2 If the Resident wishes to make a donation to the staff fund, this can be done via the administration office.

3.5 Additional Costs

3.5.1 The agreed Fees do not cover the cost of the below, however we can support Residents in sourcing the below goods and services via third parties. Please note VAT charges will be applicable where appropriate.

- Hairdressing
- Chiropody
- Newspapers
- Confectionery
- Visitors' meals.
- Telephone rentals and calls
- Dental requirements (non- NHS)
- Optical requirements (non-NHS)
- Medicines (not free to the Resident under the NHS)
- Physiotherapy (non-NHS)
- Personal dry cleaning
- Clothing
- Staff escorts to hospital, appointments or elsewhere
- Taxis and other transport
- Personal toiletries
- Other items of a personal nature

3.5.2 The aforementioned items will be charged on a monthly account basis in arrears with pricing provided at the time of request.

3.5.3 Please note this list is not exhaustive and further examples of additional services can be provided by the Home Manager or Administrator.

Part 4- Complaints

4.1 Complaints procedure

4.1.1 Should any Resident, Resident’s Representative, friend, relative or any other person have a complaint or concern about any aspect of the Home or standard of care they can either:

- Approach the Home Manager who may be able to sort out the problem quickly.
- Contact the Avery Healthcare Confidential Concerns Line on 0800 161 5800 or contact Avery Healthcare Head Office should the concern or complaint remain unresolved.
- Contact other statutory bodies as listed below

CONTACT ADDRESSES

<p>Avery Healthcare Group 3 Cygnet Drive Swan Valley Northampton NN4 9BS</p> <p>Tel: 01604 675566 E mail: enquiries@averyhealthcare.co.uk</p>	<p>Care Quality Commission National Correspondence Centre Citygate Gallowgate Newcastle upon Tyne NE1 4PA</p> <p>Tel: 03000 616161 Email: enquiries@cqc.org.uk</p>
--	--

Local Government & Social Care Ombudsman:

The Local Government and Social Care Ombudsman looks at complaints about councils, authorities and adult social care providers. The service is free, independent and impartial, please see contact details below:

Telephone- 0300 061 0614

Online Complaint Form- <https://www.lgo.org.uk/complaint-form>

Address- Local Government and Social Care Ombudsman’s office
PO Box 4771
Coventry CV4 0EH

Part 5- Fees/Charges

5.1 Fees

5.1.1 Agreed Fees are calculated on a weekly basis and are payable monthly in advance i.e. on/by the first day of every calendar month.

5.1.2 The minimum stay is 7 nights.

5.1.3 Any part of the day of arrival or departure counts as 1 full day residency and will be charged as such. For example, if the Resident arrives on a Monday and departs on a Monday, 8 days will be charged.

5.1.4 The Provider may require the Resident and/or the Guarantor to demonstrate that they have the capability to fund the Fees for the duration of their stay. This could be evidenced by bank statements, investment statements or confirmation from their accountant or lawyer.

5.2 Fees for Respite Care

5.2.1 Fees for Respite Residents are payable in advance, normally for the agreed duration of the stay.

5.2.2 The minimum charge is one week irrespective of whether the length of stay is shorter than one week. In the event of a resident wishing to leave the home within the respite period, the full fee will be applicable as the room has been made available for the arranged period of time.

5.2.3 If the Resident wishes to extend their respite stay, we will do our utmost to try to fulfil the request but there may be circumstances when the Provider does not have the availability of vacant rooms. Payment must be made in advance of any extended stays, subject to clause 5.2.4.

5.2.4 Following on from a six-week period of residency, any terms of respite/short stay shall no longer apply and the Resident shall be considered a Permanent Resident with the related terms of this agreement applying to the Resident thereafter.

5.2.5 Bookings will not be taken for more than 3 months in advance of stay. On confirmation of booking, payment will be required 1 month in advance of stay.

5.3 Local Authority Funding

5.3.1 As part of the Local Authority financial assessment process the Resident may be required to contribute towards the cost of their care via the Resident Contribution. Any Resident Contribution amount will form part of the agreement between the Resident, the Local Authority and the Provider.

5.3.2 If there is a change in circumstance and the Resident is unable to meet the Resident Contribution; they must speak to the Home Manager in the first instance. The Local Authority may need to find an alternative Home.

5.3.3 When the Local Authority is assessing the Resident's financial position, they may, at their absolute discretion, agree to fund the agreed weekly Fees for the first 12 weeks of residency allowing the Resident time to sell their property or make alternative funding arrangements. This is known as a "**12-Week Disregard**".

5.3.4 The Local Authority may not meet the full cost of the agreed Fees and the Resident will remain responsible for a Lifestyle Choice Supplement. The Lifestyle Choice Supplement is payable by the Resident or 3rd party contributor.

5.4 Funded Nursing Care (FNC)

5.4.1 Where the agreed fee includes an FNC contribution, this will remain the responsibility of Self-Funded Residents until such point that the Home has received the funding from the NHS.

5.4.2 Any payments made by Self-Funded Residents shall be refunded should the NHS choose to backdate FNC payments.

5.4.3 Should the NHS decide to cease funding of FNC, the Self-Funded Resident will be responsible for payment of this element of the fee until such time as the Resident is transferred from nursing to residential services. Or should the Resident appeal this decision, until such time as the NHS reinstate FNC payments.

5.4.4 FNC is reflective of the increasing cost of nursing care, therefore any change to the FNC amount will not result in a change (either increase or decrease) of the self-funded element of the Fees.

5.5 Continuing Health Care (CHC)

5.5.1 Continuing Health Care is funded by the NHS. This funding is not means tested.

5.5.2 The Provider reserves the right to reject any CHC Fees offered by the NHS and subsequently terminate this agreement in line with clause 6.1

5.5.3 Should CHC funding be withdrawn by the NHS, the Provider will work with the CCG and relevant Local Authority and Resident (and the Resident's Representative) to establish a joint funded package of care. However, it should be noted that a Resident's placement may be at risk if appropriate Fees cannot be agreed.

5.6 Payment Methods

5.6.1 Our standard method of payment of Fees is by Direct Debit (the Provider has Direct Debit mandates available for completion and this is required to be completed prior to admission).

5.6.2 The date for Direct Debit will be on or around the 1st day of the month; once completed the form must be passed to the Provider. If any Fees due are not covered by the first Direct Debit, payment must be settled by cheque/debit card on or before the time of admission.

5.6.3 On occasion, payment via other methods may be agreed. In these instances, a deposit of one month's Fees is required in addition to the first month's Fees for care; this deposit is refundable on termination of the contract less any deduction for any amounts due to the Provider. (The deposit carries no interest).

5.6.4 In the event of late payments, the Provider reserves the right to charge interest at the Bank of Interest base rate. This charge is reflective of the cost incurred by the Provider.

5.6.5 Other payments e.g. additional services, can be paid in cash, debit card or cheque. Cheques should be made payable to the Provider.

5.7 Fee Increases

5.7.1 The Provider generally reviews the Self-Funded Fees and Lifestyle Choice Supplements on an annual basis and as a result, that analysis may identify that the costs of providing care have increased.

5.7.2 Any increase will take into account the increase of the Provider's running costs and/or the provision of extra care and/or inflation. In exceptional circumstances, these Fees may also be reviewed to reflect any changes in national legislation/funding.

5.7.3 Residents will be given six weeks' notice of any change in the scale of charges (unless a change in Fees is related to a Change in Care Needs, when 1 weeks' notice will be given).

5.7.4 Other statutory bodies may from time to time, increase their contribution. This includes Local Authorities and CCGs where their Fees increase in line with their budgets. Any such increases are considered a contribution towards the cost of providing care and as such shall not contribute to a decrease to any other element of the agreed fee.

5.8 Guarantor

5.8.1 The guarantor agrees to be jointly and severally liable with the Resident for the payment of all guaranteed amounts as stipulated in this agreement.

5.8.2 The Guarantor agrees to indemnify the Provider in full from any losses, costs and expenses suffered or incurred arising out of or in connection with any failure by the Guarantor or Resident to pay the amounts due under this agreement.

5.8.3 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by any act or omission except as expressly written release by deed of Guarantor by the Provider.

5.9 Transition to Local Authority Funding

5.9.1 Self-Funded Residents must plan to be able to pay the Fees for the duration of their stay.

5.9.2 If at any time there is a change to the Resident's financial means in any way that may affect their ability to pay the Fees, the Resident or the Resident's Representative must notify the Provider as quickly as possible in advance of that change (but no later than 12 weeks before funds are depleted).

5.9.3 In all cases there should be a discussion between the Resident, the relevant Local Authority and the Provider about the Residents funding options going forward. Please note should a suitable option not be found we reserve the right to terminate this agreement in line with clause 6.1.

5.9.4 For the avoidance of doubt, if there is a delay in obtaining Local Authority funding due to the lateness in application, we cannot accommodate backdated Fees if we have not received written notification in advance. The full self-funded fee will be payable by the Resident until a written agreement is made by the Local Authority in conjunction with the Provider.

5.9.5 Please see the Local Authority funding factsheet for more information on transitioning to Local Authority funding.

5.10 Dilapidation Charge

5.10.1 A fee shall be applied at the time of termination of the residency agreement for wear and tear. The total sum is to cover the cost of any replacement items and facilitate deep cleaning. The dilapidation charge is detailed in Appendix A.

5.10.2 This fee is only applicable if the resident's stay has exceeded a minimum of 6 months. We reserve the right to levy the charge if the stay is under 6 months if there is excessive wear and tear well above normal use and this will be payable in the final statement of account.

5.11 Hospitalisation & Absence

5.11.1 Should a resident require hospitalisation or other periods of absence occur, the agreed fees will be payable in full for the first four weeks and subsequently at a rate of 85% of the full fee for the next 12 weeks. This reflects the cost of the original provision in place to deliver your care.

5.11.2 The Residents place will be reserved for a maximum of twelve weeks at the reduced rate, thereafter the agreed Fees will resume at the full rate.

5.11.3 Residents admitted to hospital may require a further Assessment before returning to the Home, in order to ensure that the Home can still meet their needs.

Part 6- Contract Termination

6.1 Termination of Placement

6.1.1 Subject to the Trial Period provisions outlined in clause 6.1.4 below, the Provider may terminate this agreement if:

- 6.1.1.1** it provides the Resident with a minimum of one month's notice, in writing;
- 6.1.1.2** its CQC registration is cancelled;
- 6.1.1.3** there is any act of violence by the Resident against staff, other residents, or visitors;
- 6.1.1.4** there is any type of abuse, persistent drunkenness, drug abuse, or other anti-social behaviour by the Resident detrimental to others;
- 6.1.1.5** there is any act by the Resident prejudicial to the operation of the Home;
- 6.1.1.6** there is non-payment or underpayment of Fees by the Resident;
- 6.1.1.7** the needs of the Resident fall outside the CQC registration categories of the Home;
- 6.1.1.8** the Resident's care needs are not provided by the Home;
- 6.1.1.9** there is any breach of any of the other material term of this agreement by the Resident;

6.1.2 In the case of a situation arising which falls under any of the scenarios set out at clauses 6.1.1.3 to 6.1.1.5 above, the Provider will endeavour to act reasonably given the circumstances, the Resident's situation and the Person-Centred Care Plan and will work with the Resident to find suitable alternative accommodation.

6.1.3 Save for clause 6.1.1.1 where notice is mandatory, the Provider will endeavour to give one month's notice in writing in all other scenarios but reserves the right to terminate a Resident's placement with immediate effect in exceptional circumstances. Before asking the Resident to leave the Home, the Provider will make all reasonable efforts to address and manage detrimental behaviour and consult with the Resident and Resident's Representative, to ensure the Resident understands that a problem has arisen and is supported to behave in a different way.

6.1.4 During the Trial Period, either party may terminate the agreement by giving the other 7 days' notice in writing. The Provider may terminate the agreement during this period if it becomes clear that it cannot provide the Resident with the level of care that their needs require. Any fees that have been paid for any period beyond the expiry of the notice period (or the date of the Resident's departure, if later) will be refunded to the Resident. Where the Resident leaves the Home before the end of the notice period and the Provider is able to re-allocate the Resident's room to someone else before that period expires, the Provider will refund any payments that the Resident has made for the period following re-allocation.

6.1.5 In the event of a Residents death, clause 6.2 shall apply

6.1.5 In the event of a Resident wishing to leave the Home, four weeks' notice must be given in writing unless where in response to a proposed change in the terms of this agreement notified by the Provider on shorter notice, with such notice as the Provider gave being the notice the Resident may give in writing.

6.1.6 All personal effects of the Resident must be removed, without cost to the Provider, within 14 days of death/termination and such items will not be held at the Provider's risk thereafter. The Provider reserves the right to have such items stored following termination and shall be entitled to recover the cost to the Provider of such storage. Damage caused to the room by the fitting or removal of personal furniture by the Resident or the Resident's Representative, visitors or family will be charged to the Resident. This may include the cost of redecorating the room where reasonably incurred.

6.2 Death of a Resident

6.2.1 In the event of a death of a Resident, 14 days fees will be charged starting from the day after the Residents death.

6.2.2 If the Residents room is reoccupied within 14 days, the charges stipulated in clause 6.2.1 will only be charged up to and including the day before reoccupation.

6.2.3 In the event that a Resident's personal belongings are not removed within the 14-day period stipulated in clause 6.2.1, fees will continue to be charged until the personal belongings are removed by an appropriate residents' representative or by the provider whereby the room is being prepared for subsequent occupation. This is subject to a maximum payment period of 10 days starting from the day after the 14-day period has lapsed as per clause 6.2.1, at which point the fees will cease, subject to an extended period being agreed as per clause 6.2.4.

6.2.4 Should personal effects remain in the resident's room after the 10-day period has lapsed, the provider will remove all items and place them in storage. Whilst the provider will make every effort to manage these items carefully, the provider does not accept any liability should these items be damaged during this transition. The cost of the storage of these items will be met by the resident's estate.

Part 7 – Contractual Clauses

7.1 Personal effects insurance cover

7.1.1 Residents will be required to arrange their own insurance in relation to any personal belongings brought into the Home.

7.1.2 It is recommended that the insurance should cover items including (but not limited to) jewellery, hearing aids, glasses and dentures.

7.1.3 Please note that the Provider does not accept any liability for items that maybe mislaid or lost.

7.1.4 It should be noted that the Provider cannot be held responsible for the loss of cash or other valuables held by Residents unless such loss is a direct result of the Provider being negligent, fraudulent or breaching the agreement.

7.1.5 In the event of any loss of cash or valuables, a full enquiry will be conducted and, depending on the severity, the authorities will be notified.

7.1.6 Residents or their families will be asked to complete a list of valuables and possessions and it is the responsibility of the Resident or the family to notify changes as they occur.

7.2 Data Protection & General Data Protection Regulation

7.2.1 As part of the Resident's transition into the Home, there are key points where personal data will be requested, stored and, where we are legally required, shared with third parties. The Provider takes this matter very seriously and will always undertake the following process in line with the General Data Protection Regulation (GDPR).

7.2.2 The Resident will only be asked to provide data that is relevant and in relation to the delivery of the Resident's care and residency, the Resident will never be asked to provide more information than is absolutely necessary.

7.2.3 We can facilitate a range of different communication requirements by way of translated documents and large print. Ensuring any requests for data will be fully understood by the Resident prior to the data being provided.

7.2.4 All data is stored (both electronically and in paper format) in line with our confidentiality and data protection policies (available from the Home Manager at the Resident's request). All staff are fully trained in the importance of protecting and sharing personal data.

7.2.5 Where any of the Resident's personal data is shared with a third party, other than where we have a legitimate interest in doing so, the Resident will be informed.

7.2.6 All staff are aware of the importance of our confidentiality policy. If staff are found to be in breach of any area of this policy, our disciplinary procedure will be applied. If the Resident has any queries in relation to how their personal data will be used, they may speak to any member of staff.

7.2.7 Under no circumstances do we allow the Resident (or any representative of the Resident) to install, operate or use any sort of CCTV or recording device within the Home without the express written consent of the Provider prior to usage. This is to protect the right to privacy of our other Residents and staff.

7.3 Acceptable Use of IT Systems

7.3.1 The Provider may screen or restrict access to certain content placed on or accessible through the Internet. The Provider may also screen or restrict communications between parties via the Internet.

7.3.2 Residents acknowledge that if they access the Internet they may receive or be exposed to content, goods or services which they consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. The Resident agrees that the Provider is not liable for any action or inaction with respect to any such content on the Internet accessible through the Wi-Fi System.

7.3.3 The Provider does not actively monitor the use of the Wi-Fi System under normal circumstances. Similarly, the Provider does not exercise editorial control or review the content of any Web site, electronic mail transmission, newsgroup or other material created or accessible over or through the Wi-Fi System. However, the Provider may remove, block, filter or restrict by any other means any materials that, at their sole discretion, may be illegal, may subject the Provider to liability or may violate this clause.

7.3.4 The Provider may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong doing. Violation of this Appendices may result in the suspension or termination of Residents access to the Wi-Fi System.

7.3.5 Residents agree to not use the Wi-Fi System to:

7.3.5.1 Transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libellous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;

7.3.5.2 Harm, or attempt to harm, minors in any way;

7.3.5.3 Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Wi-Fi System;

7.3.5.4 Transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);

7.3.5.5 Transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

7.3.5.6 Transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;

7.3.5.7 Transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

7.3.5.8 Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

7.3.5.9 Intentionally or unintentionally violate any applicable national or international law, or any regulations having the force of law;

7.3.5.10 "Stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;

7.3.5.11 Pass on the Wi-Fi System password without the Provider authorisation;

7.3.5.12 Use the Wi-Fi System for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

7.3.6 Residents understand and agree that the Provider may disclose communications and activities using the Wi-Fi System in response to lawful requests by governmental authorities.

7.4 Operative Provisions

7.4.1 If any part of this agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this agreement is to be unaffected.

7.4.2 The parties to this agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

7.4.3 This agreement (and any non-contractual disputes arising out of or in connection with it) shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

7.4.4 References to clauses and appendices are references to clauses and appendices of this agreement. The appendices to this agreement form part of this agreement and shall be interpreted accordingly.

7.4.5 The Provider may make any alterations to this agreement and all appendices where required, this includes where a change in legislative requirements occurs. Residents will be consulted prior to making any material changes to this agreement, with at least 28 days' written notice given in all cases.

7.4.6 The Provider may add to, end the provision of, extend or make any alterations in the provision of services if it reasonably considers that it is beneficial to do so for the better enjoyment of the services delivered or where a change in legislative requirements occurs. Residents will be consulted prior to making any material changes to the services, with at least 28 days' written notice given in all cases.

7.4.7 Should Residents deem that a change under 7.4.5 be unsatisfactory, and the Resident wishes to leave the Home, clause 6.1 shall apply.

7.4.8 Should there be a change to the ownership of the Home, the Provider shall do its utmost to minimise any disruption to the services delivered.

7.5 Performance

7.5.1 The Provider will not be liable to Residents in respect of any loss or damage caused by any failure, interruption or delay in the provision of the services arising either from any cause or circumstance beyond their reasonable control, including mechanical breakdown, failure, malfunction, shortages of fuel or materials or labour disputes or from any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing of the systems used to provide the services.

7.5.2 The Provider will use reasonable endeavours to minimise the period of failure interruption or delay in the provision of the services where the reason for the failure interruption or delay is beyond its reasonable control.

7.6 Liability

7.6.1 The liability of the Provider to the Resident in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever under or in connection with this agreement shall be limited to £5m in the aggregate or such greater sum as the Provider may notify the Resident from time to time and the Provider will have no liability to the Resident for:

7.6.1.1 any claims, losses or damage suffered by the Resident under or in connection with this agreement occasioned by any act or omission on the part of the Provider or any of its servants agents and employees, whether directly or indirectly other than to the extent that

such losses or damages could have been anticipated by the parties at the time when they entered into this agreement; and

7.6.1.2 any claim relating directly to any failure to provide the services unless the Resident gives the Provider written notice of the claim promptly and in any event within 12 months after the Resident becomes aware (or should reasonably have become aware) of the circumstances giving rise to the claim and affords the Provider or its service providers not less than 1 month following such notification in which to remedy the services concerned where the same is capable of remedy.

7.6.2 Nothing in this agreement will operate to exclude or restrict the Provider's liability (if any) to the Resident for:

7.6.2.1 death or personal injury arising from the Provider's negligence;

7.6.2.2 fraud or fraudulent misrepresentation on the part of the Provider or any of its servants' agents and employees of the Provider where such servants' agents and employees of the Provider are acting in the course of their employment or on the instructions of the Provider; or

7.6.2.3 for any matter for which it is not permitted by law to exclude or limit or to attempt to exclude or limit, its liability.

Part 8- Resident Signature Page

Agreement by Resident

I confirm I have received and understood the contents of this agreement, collectively called the Residency Agreement and agree I shall observe the terms stipulated within this agreement.

I also confirm that I am permanent resident in the UK (please note that anyone who is not a permanent resident in UK cannot be the representative of the Resident)

Signed: (*Resident or appointed Attorney for Resident under a Lasting Power of Attorney or Protection Appointed Deputy*)

Name:

Date:

Agreement by the Provider

Signature of Provider	
Name	
Position	
Date	

Part 9 Funding Agreement

Power of Attorney- if relevant

Details of Resident's Attorney under a Lasting Power of Attorney or Court of Protections Appointed Deputy (if any):

Is Power of Attorney being used to execute this agreement?	
Name of Property & Financial Affairs LPA	
Name of Health & Welfare LPA	
Copy of LPA for finance provided	
Copy of LPA for health and welfare provided	

Guarantor: - if relevant

Guarantor: (the person jointly and severally responsible for Fees)

Name of Guarantor	
Address	
Postcode	
Telephone Number	
Email Address	