



Welcome Gift Terms & Conditions

1. The Promoter

The promoter is Avery Healthcare Group Limited (“Avery”).

2. The Welcome Gift

Eligible new permanent private pay residents will receive one Marks & Spencer Gift Card with a value of £500 (the “Gift Card”) as a welcome gift.

The Gift Card is subject to Marks & Spencer’s own Gift Card terms and conditions, available at marksandspencer.com. Marks & Spencer is not the promoter of, and is not otherwise connected with, this welcome gift.

3. Eligibility

The Welcome Gift is available only to individuals who:

- a) are admitted as a new permanent private pay resident to a participating Avery Healthcare home on or after 1 August 2026 and on or before 31 December 2026;
- b) are funding their placement privately and are responsible for paying the full cost of their care.

For the purposes of these Terms and Conditions, “private pay” means a resident who is solely responsible for meeting the full cost of their care from their own funds, without any contribution from a Local Authority, NHS Continuing Healthcare (CHC), an Integrated Care Board (ICB), or any other public or third-party funding arrangement. This includes residents whose placement is supported by a Local Authority with a third-party top-up, who are not eligible to receive the Welcome Gift.

c) have not previously been a permanent resident of any Avery Healthcare home within the twelve (12) months prior to admission; and

d) remain a permanent resident at the point the Gift Card is issued, as described in Clause 5.

4. Exclusions

The Welcome Gift does not apply to:

- a) respite, short stay or day care placements (unless and until converted to an eligible permanent private pay placement during the eligibility period, in which case eligibility will commence from the date of conversion);
- b) residents whose placement is funded or partly funded by a Local Authority, NHS Continuing Healthcare (CHC), an Integrated Care Board (ICB), contractual arrangement or any other public or third-party funding arrangement, including Local Authority placements with a third-party top-up;
- c) transfers between Avery Healthcare homes by existing permanent residents;
- d) residents admitted before 1 August 2026 or after 31 December 2026.

5. Issue of the Gift Card

The Gift Card will be issued within four (4) weeks of the permanent admission date (or the date of conversion to an eligible permanent private pay placement), provided the resident remains a permanent resident and continues to meet the eligibility criteria at the time of issue.

The Gift Card will be presented by the Home Manager to the resident or, where the resident lacks capacity to manage it, to their attorney, deputy or other person lawfully authorised to manage their affairs.

6. One Gift Card per Resident

Only one Gift Card will be issued per eligible resident, regardless of the number of admissions or transfers during the eligibility period.

7. No Cash Alternative

The Gift Card cannot be exchanged for cash, credited against care fees, transferred or substituted. Avery will not provide any cash alternative or refund in place of the Gift Card.

8. Fees Unaffected

The Welcome Gift does not alter the fees payable for residency or any term of the resident's contract. The Gift Card is a discretionary welcome gift and does not form part of the residency agreement or any contractual entitlement.

9. Lost or Stolen Cards

Once issued, the Gift Card becomes the responsibility of the recipient. Avery is not responsible for lost, stolen or damaged Gift Cards after issue. Any replacement is subject to Marks & Spencer's Gift Card terms and conditions.

10. Changes and Withdrawal

Avery reserves the right to amend these Terms and Conditions or withdraw the Welcome Gift for future admissions at any time. Any changes will be published on the Avery Healthcare website and will not affect residents who have already met the eligibility criteria before the date of the change.

11. Circumstances Affecting Eligibility

If a resident's permanent residency ends for any reason before the Gift Card is issued, or if they cease to meet the eligibility criteria before the Gift Card is issued, no Gift Card will be provided.

12. Data Protection

Personal data will be processed in accordance with Avery Healthcare's Privacy Policy for the purposes of administering the Welcome Gift.

13. General

These Terms and Conditions are governed by the laws of England and Wales.

In the event of any inconsistency between marketing materials and these Terms and Conditions, these Terms and Conditions shall prevail.

Avery's decision regarding eligibility for the Welcome Gift shall be final, acting reasonably.

Nothing in these Terms and Conditions affects the resident's statutory rights.