Avery Healthcare
Resident Contract

Avery

Terms and conditions for residence

PART A

1. ABOUT THIS DOCUMENT

1.1 This document is important as it is your contract with WT RB Opco 1 Limited t/a Avery Healthcare ("we"/"our"/"us"). 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. These terms are intended to protect you and us from any misunderstandings and are for our mutual benefit.

1.2 This document sets out our general terms and conditions that will apply when you move into our care home. Please note taking up residency (including for short stays) will be regarded as acceptance by you of all terms and conditions of this Residency Agreement.

1.3 We shall be entitled to make modifications to these terms and conditions and the appendices to reflect new health and safety laws or sector regulations, or to improve the service that we provide to you. In all cases, we will consult with you about proposed changes and provide you with at least 28 days' notice before any modification takes effect. If you object to any modifications, you have the right to terminate this agreement without penalty.

1.4 If you have not signed this agreement at the home (for example because we have visited you at your home or in hospital, or we have contracted with you by post), you have the right to cancel this contract within 14 days without giving any reason in accordance with clause 23.

1.5 If this agreement is not signed, but you move into the home, remain in residence at the home, or continue to receive care, accommodation or other services from us after being provided with a copy of this agreement, you will be deemed to have accepted and agreed to be bound by the terms of this agreement to the extent permitted by law.

> **PART A** and **PART B** of these terms and conditions apply to all residents. **PART C** only applies to privately funded residents and/or where there are any privately funded elements to your funding arrangement. **PART D** only applies to those residents whose fees are paid in full or in part by the local authority. **PART E** only applies to continuing healthcare residents funded by the NHS.

2. SUMMARY OF KEY TERMS

2.1 Below is a summary of some of the important terms in this contract. However, this summary does not include all of the contract terms and it is important that you read the contract in full.

2.2 **Representative liability:** If you are a representative of a resident and sign this agreement on their behalf, you will be liable to pay our fees if these are unpaid (unless you sign as the resident's legal attorney or deputy).

2.3 **Additional chargeable services:** Our fees do not include personal items such as clothing, newspapers/magazines, confectionary, toiletries, visitors' meals, hairdressing, dry cleaning, a private telephone, internet or television service, chiropody, medications, continence aids, staff escorts, taxis and other transport, optician, dentistry, physiotherapy or other privately arranged healthcare.

2.4 If you need to go to an external appointment and require a member of staff to accompany you, a charge will apply per hour plus transport costs. Any charge will be agreed with you in writing in advance of the appointment.

2.5 **Notice Period for the first 6 weeks of residency:** During the first 6 weeks of residency either one of us may terminate the agreement by providing the other with 7 days' notice. Your notice must be given to the Home Manager.

2.6 **Notice periods:** you will normally be required to give us 28 days' notice to the Home Manager if you choose to leave the home.

2.7 **If we require you to leave the home** (e.g. if we can't meet your needs, if you behave in a way that seriously affects other residents or team members, if you do not pay our fees and these remain unpaid for a period of three months, if you cause intentional or negligent damage to the building, fixtures & fittings or other property, or if the home needs to close), we will give you 28 days' notice unless it is not possible to do so, (for example if you cause a serious danger to staff or other residents, in which case we may require you to leave within 48 hours or less).

2.8 **Dilapidation Charge:** Where you have been at the home for 6 months or there is excessive wear and tear to your room, then at the time you leave the home, a fee shall be applied to cover the cost of any replacement items and facilitate deep cleaning and refurbishment of the room for resale.

2.9 **Our charges:** are set out in the Admission Agreement and are payable monthly in advance. These will be reviewed annually and will increase to cover inflationary and/or other regular increases in the costs of providing care and other services to you, including the running of the home and the broader business. These costs include, but shall not be limited to, the generally applicable increases in costs of utilities, maintenance, food and insurances over time, costs passed on by our suppliers, as well as increases in our cost base, such as rent, employment and benefits costs for our staff, and other general and administrative costs and expenses of running the business. In exceptional circumstances, it may be necessary for us to apply an additional increase to our charges. This may occur, for example, if there are changes in legislation, which significantly increase the costs of providing our services. In the unlikely event that such increases are necessary, these may take place outside of the usual annual review. As we offer a premium service, we may also increase our fees to reflect the cost of enhancing the experience and environment for you. This may include, for example, the cost of investing in new technology or making refurbishments to the home.

2.10 Our fees may also change if the level of care you require changes or if you move to a different room for which different fees are payable.

2.11 If changes to our fees are due to circumstances beyond your control, you will be able to leave the home without penalty and any fees paid in advance will be refunded to you. You shall still be required to give 28 days' notice to the Home Manager to leave the home, but the increase in fees, except where additional care is required at immediate or short notice, shall not apply during this notice period.

2.12 **Fees after death:** our fees may continue for a period of up to 10 days after your death. This will be reduced for any full days after your possessions are removed and the room is available for us to use for another resident. Please see clause 16.1 for more detail.

2.13 **Temporary absences:** If you are away from the home, your room will be retained and our full charges will be payable for the first 4 weeks of absence. After that our fees will continue to be payable 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. Your place will be reserved for a maximum of 12 weeks at the reduced rate, thereafter the agreed fees will resume at the full rate. Please note, that this clause does not apply if our charges are met by the local authority, although your room will still be retained.

2.14 **Complaints policy and other policies:** our complaints policy and other policies are available on our website or copies can be obtained from the Home Manager.

2.15 **Local authority funding:** We may accept residents who are funded by their local authority at our absolute discretion. If you are a privately funded resident and anticipate you will become eligible for local authority funding at a future date, we ask you to provide us with 3 months' notice in writing to the Home Manager of the point at which you anticipate becoming eligible for local authority funding.

If you move into the home as a privately funded resident, we ask that you sign a declaration to confirm that you have at least 2 years' worth of funds, of which at least one year is readily available funds, to cover your care home fees. If part of your 2 years' worth of funds is not readily available, we ask that you confirm you have assets with a value of at least 2 years of your fees and intend to sell them within the coming 12 months to enable you to cover your care home fees. Please note that, should it be determined at a later date, that information you provided at the time of entering into this agreement is inaccurate, it may affect your continued residency at the home.

You or a third party may be asked to make a contribution to our fees (to the extent that these are not covered by the local authority). If you are unable or unwilling to make this contribution, we may ask you to move to a lower cost room or to leave the home.

2.16 **NHS Continuing Healthcare Funding:** If you become eligible for our fees to be paid by the NHS, we may require you to make a contribution towards enhanced accommodation or additional services you choose to receive, which are not covered by the NHS. If you are unwilling or unable to make this contribution, we may ask you to move to a lower cost room or to leave the home.

2.17 **Resident contracts and short stay agreements:** A short stay agreement is an agreement for a temporary stay which lasts between 7 – 28 days (as set out in the

Admission Agreement under the heading “Duration of Stay”) (“**Short Stay Period**”). Any other agreement is a standard resident agreement. If you have a short stay agreement but wish to stay longer than the Short Stay Period or to become a resident, your residency will become a resident agreement after the Short Stay Period has finished.

3. IMPORTANT INFORMATION FOR REPRESENTATIVES OF RESIDENTS

3.1 If you are the representative of a resident and sign the resident’s admission agreement on the resident’s behalf, the requirement to pay our fees detailed on the admission agreement will apply to you in the same way as it applies to the resident. You will be personally bound by this requirement unless you have signed the admission agreement in the capacity of:

3.1.1 the resident’s validly appointed attorney under either an enduring or lasting power of attorney and that power of attorney remains valid; or

3.1.2 the resident’s validly appointed deputy.

3.2 If you are the resident’s validly appointed attorney or deputy 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 deputy ceases to be valid due to your negligence or wilful misconduct, you will immediately become personally responsible for the resident’s obligation to pay our fees.

3.3 Where you are the representative of a resident and you are bound to pay the fees on the resident’s behalf, we may seek to recover payment from either you as the representative or the resident. We do not have to seek payment from the resident first.

PART B

4. SERVICES COVERED BY OUR CHARGES (NO ADDITIONAL PAYMENT REQUIRED)

Services include:

4.1 Full board and accommodation in a room for your exclusive use.

4.2 A choice of meals, plus snacks and drinks. We can also cater for special dietary requirements.

4.3 Full use of the communal areas and gardens in the home.

4.4 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 excursions).

4.5 The provision of your reasonable personal care needs. For example, assistance with washing, bathing, medication and other personal services, as reasonably required. Staff are on duty throughout the day and night to assist you.

4.6 Housekeeping and laundry undertaken on the premises, excluding dry cleaning.

4.7 Liaison with your GP, social worker, district nurse, dentist, chiropodist and other professionals. However, you will be required to directly meet any charge that any of these professionals make.

5. ADDITIONAL CHARGEABLE SERVICES

5.1 The following extra items and services are not covered by our charges. You will be responsible for arranging and paying for these extra items and services but assistance with actually making the purchases may be available by arrangement with the Home Manager, if required.

5.1.1 All personal items such as clothing, newspapers/magazines, confectionary and toiletries;

5.1.2 Visitors' meals;

5.1.3 Hairdressing;

5.1.4 Dry cleaning;

5.1.5 Installation and maintenance of any facilities such as a private telephone, internet or television service (including subscription services) which is dedicated to your own use in your bedroom; and

5.1.6 Telephone rentals and calls.

5.2 In the absence of free provision by the NHS, the following items and services must also be paid directly by you:

5.2.1 Chiropody;

5.2.2 Medications;

5.2.3 Continence aids;

5.2.4 Opticians;

5.2.5 Hearing aids;

5.2.6 Specialist equipment required for your individual use;

5.2.7 Dentistry;

5.2.8 Physiotherapy;

5.2.9 Staff escorts to hospital, appointments or elsewhere;

5.2.10 Taxis and other transport; and

5.2.11 Other privately arranged healthcare.

5.3 The items set out in this clause 5 will be charged on a monthly account basis in arrears with pricing provided at the time of request.

5.4 Please note the lists in this clause 5 are not exhaustive and further examples of additionally priced services can be provided by the Home Manager.

5.5 VAT charges will apply where appropriate.

6. EXTERNAL APPOINTMENTS

6.1 If you require an emergency visit to the hospital or an external clinic we can arrange for you to be taken in an ambulance or another appropriate vehicle.

6.2 Where a visit to a hospital or external clinic is a non-emergency/pre-arranged appointment you shall be responsible for arranging your own transportation and ensuring that you are suitably accompanied to your relevant appointment.

6.3 If your appointment was booked by us and no one else is available to accompany you to the appointment, we can arrange for an off-duty member of staff to accompany you for an additional fee which will be agreed with you in writing in advance of the appointment. Any additional costs for transport (for example, taxi fares) must also be paid for by you.

7. PERSONAL POSSESSIONS

7.1 We make every effort to provide a secure environment but cannot take responsibility for loss or damage to personal effects brought into the home, unless such loss or damage occurs as a result of our act or omission.

7.2 Within reason, and subject to the prior agreement of the Home Manager, you can bring some personal possessions with you in order to make your room as personal as you wish (provided that any furniture and electrical items comply with relevant fire and health and safety regulations and all items are subject to meeting our Health & Safety requirements and policies).

7.3 If you wish to bring any electrical items with you, or any items of furniture, you should discuss and agree this with the Home Manager. You must make available to the home any electrical items for inspection on request and must not use any such item if they have not been inspected or fail the inspection. All items of personal property and valuables brought into the home must be reported to the Home Manager. You or your representative will be required to complete and sign an inventory of the items that you bring with you. It is your or your representative's responsibility to notify us of changes to items as they occur.

7.4 We reserve the right to immediately withdraw from use any electrical item belonging to you which is reasonably considered by the Home Manager to be unsafe.

7.5 For security reasons we ask that you do not keep money in your room or on your person in excess of £50. Please note that we take no responsibility for loss of money kept by you in the home, unless due to our misconduct.

7.6 The home's insurance policy does not provide cover for your personal possessions. You should therefore arrange and pay for your own insurance for your personal possessions. It is recommended that the insurance covers all items, including but not limited to jewellery, hearing aids, glasses and dentures. Please note that we do not accept any liability for items or cash that may be mislaid or lost, except due to our negligence. 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.

7.7 When you leave the home, for whatever reason, you or your representatives will be responsible for the removal of your personal possessions and our charges will continue to be payable in full until all of your personal possessions are removed. Your possessions must be removed within a period of 10 days. If this does not happen, we have the right to pack up your possessions and we will hold them for a further period of 24 hours for you to collect. If you or your representatives are unable to remove your possessions within this period, you or your representatives may request an extension in writing from the Home Manager. If your possessions remain uncollected within the above period or any extended period we agree with you following your request, your possessions will either be disposed of or given to charity.

7.8 Our charges will cease and any payments in advance will be refunded to you for the period of time that your room is occupied by another resident.

7.9 If you receive funding from the local authority or through NHS Continuing Healthcare ("**public funding**"), our charges, except for charges for Additional Services, will cease at the same time as any public funding commences. A 'top-up' or shortfall payment may still apply (as detailed in Parts D and Part E, as applicable).

8. CHANGE OF ROOM

8.1 Although unlikely, it is possible that you might have to move to an alternative room. This may occur, for example, if your care needs can no longer be adequately met in your existing room. We will not relocate you to a different room without your permission, except in an emergency.

8.2 **Privately Funded Residents:** 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.

8.3 **Publicly Funded Residents and NHS Continuing Healthcare Funded Residents:** If for any reason the amount that we receive from the local authority/the NHS (the "public funding body") and from you and/or any third party (if applicable) is less than the charge that applies for your room we will, if possible and in consultation with you and the public funding body, offer you an alternative room at a lower charge that is covered by the amount we receive. 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. In these circumstances, the public funding body would assist you to move to another home.

9. CARE PLANS

9.1 On your admission to the home, the Home Manager or a senior member of the care team will establish your Care Plan which will be reviewed at regular intervals throughout your stay. You are accepted into the home on the condition that we can meet the level of care and accommodation required by you within the requirements of the Health and Social Care Act 2008. For Residents, the first 6 weeks will allow for further assessment of your care needs and establish whether the home is suitable for you. We will keep a record of your relevant medical information and will endeavour to provide you with a service in accordance with your wishes, including your social, religious and cultural traditions. Your 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 you being re-assessed from needing residential care to requiring complex/nursing care.

9.2 Changes in the level of care you require may result in an increase in your weekly fee as explained in whichever of Parts C, D or E applies to you.

9.3 In the event of a change in your care needs, we will notify you, your representative and any relevant statutory body. Changes in care needs may, in certain circumstances, result in a need to transfer you to a suitable facility to meet your ongoing needs. We will discuss this with you should this scenario arise.

9.4 Where your care requirements exceed those offered by us, you are not satisfied with our provision of care services or you simply choose to move, we will provide all reasonable

assistance to you and your relatives to ensure a satisfactory and mutually acceptable solution.

10. RIGHTS OF RESIDENCY

10.1 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. If we do need to move you to a different room (for example, because of health and safety reasons, or because the room is no longer appropriate to meet your needs) we will give you at least 28 days' notice and will only move you with your permission (unless in the case of an emergency). 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.

10.2 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.

11. SHORT STAY PERIOD

11.1 A short stay agreement is an agreement for a temporary stay which lasts from 7 – 28 days.

11.2 If you are on a short stay and you wish to end your stay before the end of your Short Stay Period (as set out in the Admission Agreement under the heading "Duration of Stay"), you will be required to give at least 7 days' written notice to the Home Manager of the date on which you will be leaving. Similarly, we may terminate the agreement during this period if it becomes clear that we cannot provide you with the level of care that your needs require and we will provide you with at least 7 days' notice. Any fees that you have paid for any period beyond the expiry of the notice period will be refunded to you.

11.3 If you are on a short stay and you wish to extend your period of stay beyond your Short Stay Period as set out in the Admission Agreement, you must also give us at least 7 days' written notice to the Home Manager. We cannot guarantee that a room will be available and it may not be possible for you to become a resident and extend your stay, but we will accommodate where possible.

12. WHAT WE ASK OF YOU

12.1 Whenever a group of people live together in a community, such as in one of our homes, 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 home's statutory obligations or for the general comfort of all residents (they are not made for the convenience of the home and its staff).

12.2 We therefore ask that you familiarise yourself with our general rules and regulations which are displayed in the home and appended to this agreement. The following are examples of some of our rules with which you are required to comply:

12.3 **Smoking** – our home is a non-smoking environment. However, if you wish to smoke, the Home Manager will advise you of the arrangements that apply in the home.

12.4 **Fire safety measures** – for your own safety and that of other residents you are required to observe the home's fire regulations.

12.5 **Keeping your medication in the locked cupboard** – the home is required to ensure that all medication is kept in a locked cupboard. If you are able and wish to administer your own medication, we are happy for you to do so. However, you are required to ensure that your medication is always kept in the locked medication cupboard. A medication self-assessment will be completed on admission and will be reviewed on a monthly basis.

12.6 **Gifts and bequests to members of staff** – the home operates a strict rule whereby the home's staff are **not** permitted to accept gifts (monetary or material) or bequests from residents and/or their relatives and representatives. 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.

12.7 **The signing of legal documents** – the home's staff are not permitted to sign as a witness to any legal documentation that relates to you.

12.8 **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 unless this is as a result of our act or omission. 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.

12.9 **Laundry** - all personal clothing is laundered in the home, unless we receive specific instructions from you or your representative. Where you or your representative wish to do the laundering yourselves, your items of clothing will be placed in a bag by staff in your bedroom ready for collection.

Whilst every care is taken when laundering personal clothing, we do not accept responsibility for damage or loss except due to our negligence. 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 launder towels and bedding at 60 degrees, clothes at 40 degrees and soiled or high risk items at a minimum of 65 degrees for infection control purposes. It is important you ensure that your clothes and other items are suitable to be washed in high temperatures.

13. VISITORS AND RESPONSIBILITY FOR DAMAGE

13.1 Visitors must comply with our general rules and regulations, which are displayed in the home and appended to this agreement.

13.2 Any intentional damage caused by you or your visitors to the home's furniture, fabrics or fittings will be charged to you at the replacement cost.

13.3 Should we feel that the behaviour of your visitors is such that it poses a real or significant danger to our residents, staff or other visitors, we may ask your visitor(s) to leave and may prevent any future visits from taking place. This decision will only be made after a thorough risk assessment and appropriate consultation with you and/or your representative and the visitor concerned. Such decision will be kept under regular review and will be subject to an internal appeal mechanism whereby you and/or your visitor(s) will be able to dispute our decision.

13.4 All residents and visitors are treated with respect and dignity. We expect that our staff are treated with the same ethos.

14. DILAPIDATION CHARGE

14.1 At the time you leave the home, a fee shall be applied for wear and tear to your room. The total sum is to cover the cost of any replacement items and facilitate deep cleaning. The dilapidation charge is detailed in the Admission Agreement.

14.2 This fee is only applicable where your stay has exceeded a minimum of 6 months or if your stay was under 6 months but there is excessive wear and tear well above normal use. This dilapidation charge will be payable in the final statement of account.

15. IF YOU CHOOSE TO LEAVE THE HOME

15.1 If you decide, for any reason, that you no longer wish to live in the home you will be required to give us at least 28 days' written notice of the date on which you will be leaving. If you have lived at the home for less than 6 weeks or if you are on a short stay agreement and wish to leave before the end of your Short Stay Period (as set out in the Admission Agreement), you will only be required to provide 7 days' notice. Notice should be hand delivered to the Home Manager or sent by post to the home's address. Those of our charges that you or a third party are responsible for remain payable in full up to and including the end of the notice period or, if later, the date that you leave the home. Any fees paid in advance for the period beyond expiry of the notice period or for any time that the room becomes occupied by another resident before expiry of the notice period, will be refunded to you. If you receive funding from the local authority or through NHS Continuing Healthcare ("public funding"), our charges will cease at the same time as any public funding. Please also refer to clause 7.7 for details of how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

16. IF YOU DIE WHILST RESIDENT IN THE HOME

16.1 If you die whilst living in one of our homes, our fees will remain payable up to and including the tenth full day after the date of your death, or (if earlier) until the date that your possessions are removed from your room. We will refund any remaining fees after this date within 28 days and there will be no charge for any period of time that another resident occupies the room or for any period of time after any Local Authority or NHS Continuing Healthcare funding (if applicable) has ceased. Your possessions must be removed within a period of 10 days. If this does not happen, we have the right to pack up your possessions and we will hold them for a further period of 24 hours for your representatives to collect. If your representatives are unable to remove your possessions within this period, your

representatives may request an extension in writing from the Home Manager, for which fees will remain payable until possessions are removed if the home agrees the extension. If your possessions remain uncollected within the above period or any extended period we agree with your representatives, your possessions will either be disposed of or given to charity. Our fees will be recoverable from your estate.

17. NON-FINANCIAL CIRCUMSTANCES IN WHICH YOU MAY BE ASKED TO LEAVE

17.1 **If the home is unable to provide the level of care you need:** We hope we can accommodate all our residents' needs, including end of life care where this becomes necessary and is in the best interests of the individual. If, despite reasonable adjustments, your needs exceed those the home can provide, the Home Manager will explain to you and your relatives or representatives the type of care arrangements that you need and assistance will be given in making alternative arrangements for your future care. The decision to move you from the home will only be made following consultation with you, your family and relevant health professionals.

If you leave the home in these circumstances you will be given at least 28 days' notice. However, if it becomes impossible for you to stay in the home and immediate action is necessary (for example, because of a rapid deterioration in your health which means we can no longer meet your needs), a shorter notice period may be provided but we, together with the local authority or integrated care board, will provide you with support and assistance to help you find suitable alternative accommodation.

If you leave the home in these circumstances, you will be responsible for payment of our fees (less any amount paid for you by the local authority/NHS) up to and including the day you leave. Any amount paid in advance will be refunded to you for the period of time after you have left the home and for the period of time that any public funding (if applicable) has ceased.

Please refer to clause 7.7 for details of how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

17.2 **Behaviour:** If you persistently behave in a way that seriously affects the wellbeing of other residents and staff in the home or prejudices the operation of the home, we may consider that it will be in your best interests and in the best interests of the home for you to leave Where we ask you to leave, we will provide you and your representatives with 28 days' written notice, but we will work with you to help you find suitable alternative accommodation. As above, you will be responsible for payment of our fees (less any amount paid for you by the local authority/NHS) up to and including the date you leave. Any amount paid in advance will be refunded to you for the period of time after you have left the home and for the period of time that any public funding (if applicable) has ceased. In extreme cases, (for example if you cause a serious danger to staff or other residents, we may require you to leave within 48 hours or less).

Please refer to clause 7.7 for details of how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

17.3 **Closure of the home:** In the unlikely event that the home has to be closed, for example, in an emergency situation or where our CQC registration is cancelled, you will be required

to leave the home. We will give you as much notice as is reasonably possible in all the circumstances but certain emergencies may necessitate you leaving the home on immediate notice. If this were to happen the local authority (or the NHS if applicable) would be responsible for finding an alternative home but we would give you as much assistance as possible to do this. Any charges that you had paid in advance that related to the period after the date that you left would be refunded to you. If we needed to close the home for any (non-emergency) reason, we would give you at least 28 days' written notice.

18. DATA PROTECTION

18.1 In order to care for you we need to hold certain records about you. Our use of your records is regulated by the Data Protection Act 2018 and the UK GDPR (the UK version of the General Data Protection Regulation ((EU) 2016/679). A copy of our privacy notice is found at the folllowing link: www.averyhealthcare.co.uk/resident-privacy-notice, which explains the type of information that we hold about you, why we need it and with whom we may share it.

18.2 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 you have any queries in relation to how your personal data will be used, you may speak to any member of staff.

18.3 Under no circumstances do we allow you or your representative to install, operate or use any sort of CCTV or recording device within the home without our express written consent prior to usage. This is to protect the right to privacy of our other residents and staff.

19. ACCEPTABLE USE OF IT SYSTEMS

19.1 You may use the home's wifi-system only in accordance with our Acceptable Use of IT Systems policy which is appended to this agreement.

20. WHEELCHAIR POLICY

20.1 Wheelchairs, mobility scooters and any other such transportation devices (**mobility devices**) can only be introduced into the home with approval from the Home Manager and if permitted, such mobility devices must be used in full accordance with our Wheelchair policy which is appended to this agreement. Mobility scooters are subject to a safe use competency assessment at all times.

21. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

21.1 Any rights that would be conferred on third parties by operation of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from any contract entered into between us and any resident, any resident's attorney or any person personally contracting with us in respect of a resident. This means that this agreement is between you and us. No one else can enforce any part of this agreement.

22. COMPLAINTS PROCEDURE

22.1 We welcome your comments, both positive and negative, regarding the service you receive. If you are in any way dissatisfied with our service and would like to register a formal complaint, it is vital you follow our Complaints Procedure to ensure we fully consider your grievance. Full details of our Complaints Procedure is displayed within the home and a copy can be obtained from the Home Manager. In addition you can also find our complaints policy on our website, including details of what to expect as a customer from our Complaints Procedure. For further information please speak to the Home Manager.

22.2 If you, your Representative, friend, relative or any other person have a complaint or concern about any aspect of the Home or standard of care you or 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 using the details below, should the concern or complaint remain unresolved.

  Avery Healthcare Group:
  3 Cygnet Drive
  Swan Valley
  Northampton
  NN4 9BS
  Tel: 01604 675566
  E mail: enquiries@averyhealthcare.co.uk

- Contact the statutory body below:

  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

23. RIGHT TO CANCEL

23.1 If you have not signed this agreement at the home (for example because we have visited you at your home or in hospital, or we have contracted with you by post), you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day we enter the contract and your residency beyond the cancellation period (including for short stays) will be regarded as acceptance by you of all terms and conditions of this agreement, whether signed or unsigned. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. discussion with the Home Manager or a letter sent by post or e-mail). You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

24. EFFECTS OF CANCELLATION

24.1 If you cancel this contract, we will reimburse to you all payments received from you less the cost of any care and accommodation we have already provided to you. We will make the reimbursement without undue delay, and in any event within the time limits required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 after we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. For the avoidance of doubt, if you choose to move into the home before the end of the cancellation period, you will be liable for our fees up to and including the date that you leave the home.

25. LIABILITY

25.1 We will provide our care services to you with reasonable care and skill.

25.2 If we fail to do so and this causes you loss or damage, we will be responsible to you as required by law.

25.3 If you are unhappy with any aspect of our care services, please let us know as soon as reasonably possible so that we can investigate the matter and, where appropriate, put things right.

25.4 Nothing in this agreement limits or excludes our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

25.5 **Except for the liability in clause 25.4 above, our total liability to you under this agreement will not exceed £5 million which reflects the level of insurance cover we maintain.**

26. GENERAL PROVISIONS

26.1 If any part of this agreement (including any appendices) is found to be invalid or unenforceable, the rest of the agreement will remain in effect.

26.2 This agreement is governed by the law of England and Wales. If there is a dispute about this agreement, it will be dealt with exclusively by the courts of England and Wales.

26.3 This agreement includes the appendices attached to it. The appendices are part of this agreement and should be read together with the rest of it. Any reference to a clause or appendix means a clause or appendix in this agreement.

26.4 We may add to, end the provision of, extend or make any alterations in the provision of our care services if we reasonably consider that it is beneficial to do so for the better enjoyment of the care services delivered or where a change in legislative requirements occurs. Residents will be consulted prior to making any material changes to the care services, with at least 28 days' written notice given in all cases. If you are not happy with such change, you may give notice to the Home Manager to leave the home in accordance with clause 15.1 above.

26.5 Sometimes our care services may be delayed or interrupted because of circumstances outside our reasonable control, such as equipment failures, staff shortages, industrial action or essential maintenance and repairs. We will take reasonable steps to reduce disruption and to make sure your care and support continue to be provided safely. We will resume our care services as soon as we can.

PART C

THIS SECTION ONLY APPLIES TO YOU IF YOU ARE A PRIVATELY FUNDED RESIDENT AND/OR WHERE THERE ARE ANY PRIVATELY FUNDED ELEMENTS TO YOUR FUNDING ARRANGEMENT

27. OUR CHARGES

27.1 Your weekly fees are set out in the Admission Agreement. The charge that applies to you as a resident of one of our homes depends on your assessed care needs and type of accommodation. Your weekly fee will be reviewed annually and will be increased to cover inflationary and/or other regular increases in the costs of providing care and other services to you, including the running of the home and the broader business. These costs include, but shall not be limited to, the generally applicable increases in costs of utilities, maintenance, food and insurances over time, costs passed on by our suppliers, as well as increases in our cost base, such as rent, employment and benefits costs for our staff, and other general and administrative costs and expenses of running the business. In exceptional circumstances, it may be necessary for us to apply an additional increase to our charges. This may occur, for example, if there are changes in legislation, which significantly increase the costs of providing our services. In the unlikely event that such increases are necessary, these may take place outside of the usual annual review. As we offer a premium service, we may also increase our fees to reflect the cost of enhancing the experience and environment for you. This may include, for example, the cost of investing in new technology or making refurbishments to the home. When your fees are reviewed you will be given at least 28 days' written notice of any increase. At the end of the notice period the increased charge will apply.

27.2 Apart from our annual fee reviews, our charges will also change if the level of care you require changes as assessed by qualified staff. For example, if your condition deteriorates. Similarly, if your care needs reduce, so will our charges. Any increase in our charges will be based on a review of recognised accredited dependency tools, which demonstrate an increase in your care needs and a subsequent increase in our costs of providing services to you. We will consult with you and your representatives and involve you in any decision to provide you with additional care. Following this consultation, you will be given at least 28 days' written notice of any increase. Where your care needs increase significantly and unexpectedly, meaning that we need to provide you with additional care or facilities at immediate or short notice, we will consult with you and relevant professionals as appropriate and provide you with notice in writing of any increase. In these circumstances, the increase in our fees will take effect at the same time as the additional care is provided.

27.3 Where we give you notice to increase your fees you may either:

27.3.1 Do nothing, in which case the fee increase will take effect on the date notified; or

27.3.2 Give us notice that you wish to leave. In this case you will have 28 days, from the date you notify us, to move out before the fee increase applies (unless it has

been necessary to provide you with additional care or facilities on immediate or short notice). Any amount paid in advance will be refunded to you for the period of time after you have left the home and your room has been cleared of your belongings (whichever is the later). Please see clause 7.7 above in relation to removal of your belongings; or

27.3.3 Ask for an independent review of our assessment of your care needs from relevant health care professional(s), revised fee level where this relates to your care needs, or both. In this case, we will suspend our notice period until the independent review is complete, unless this is not possible (for example, if delaying providing additional care would place you or others at risk). If you are unhappy with the outcome of the review, you can still tell us you wish to leave, as above. You will be entitled to see the details of the assessments we have relied upon as part of the consultation and decision process.

27.4 Your fees may also change if, at your request, you move to a different room for which different fees are payable. Details of our current room rates can be found on our website and are also available in the home.

27.5 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, unless otherwise agreed, you will be asked to pay us the shortfall.

27.6 If you are away from the home, for example if you are admitted to hospital or if you visit relatives, your room will be reserved for you. During the first 4 weeks of absence your fees will continue to be payable in full. After that, your fees will be payable 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. Your place will be reserved for a maximum of 12 weeks at the reduced rate, thereafter the agreed fees will resume at the full rate. If you are absent from the home for a continuous period of 6 weeks, we will consult with you and your nominated representative to seek agreement regarding the further retention of your room. If you wish to return to the home, you may require a further assessment before returning, in order to ensure that we can still meet your needs.

27.7 If at any time there is a change to your financial means in any way that may affect your ability to pay the fees, you or your representative must notify us as quickly as possible in advance of that change (but no later than 3 months before funds are depleted). We can provide you with our Local Authority funding factsheet for more information on transitioning to Local Authority funding so please ask the Home Manager for this.

27.8 If you become eligible for part of our charges to be paid by the local authority but there is a shortfall between the amount that the local authority pays and the full amount of our charges, we will require a ‘top-up’ payment to be made, which will cover this shortfall. You, or a third party on your behalf, should agree with the local authority how this payment will be made to us. If this payment is to be made directly to us, this must be agreed with the local authority. Please also see clause 30.2 below. If you are likely to become eligible for local authority funding, you are required to give us 3 months written notice to the Home Manager of the point at which you anticipate becoming eligible for the public funding. If you or a third party cannot or are unwilling to pay all or part of the ‘top-up’ we reserve the

right to move you to an alternative room at a lower charge to reduce (or eliminate) the amount of the shortfall that you have to make up. If no such alternative room is available, or if you decline the alternative room offered, then we reserve the right to ask you to leave the home. In this event you will be given at least 28 days' notice. Until the local authority has taken over the funding, you or your relatives will be responsible for the full cost of your fees.

27.9 If you become eligible for NHS funded Continuing Healthcare (CHC) it is possible that there will be a shortfall between the amount that the NHS is willing to pay and the full amount of our charges. This is because the NHS will fix the level of fees that it considers is sufficient to pay for the care and accommodation that you require. If you choose to live in a home that charges more than the amount the NHS is willing to pay, then the NHS is not necessarily obliged to fund the excess. In this situation, unless otherwise agreed, you will be required to pay separately for the superior accommodation, services and facilities that the home provides, which amount to "additional services" that are outside the accommodation and services that the NHS is obliged to fund ("Additional Services"). However, you will not be obliged to pay for any Additional Services that you do not use or require. We also reserve the right to move you to an alternative room at a lower charge that is more in line with the amount that the NHS will fund. If no such alternative room is available, or if you decline the alternative room offered or are unable to pay for the Additional Services you wish to use, then we reserve the right to ask you to leave the home. In this event you will be given at least 28 days' notice. Until the NHS has taken over the funding, you or your relatives will be responsible for the full cost of your fees.

27.10 Our charges are calculated on a weekly basis and are payable monthly in advance. Our invoice will be sent out to you during the last week of each month for payment of the month ahead. Invoices are payable within 7 days of the date of the invoice and can be paid by direct debit, by BACS payment, or by such other payment method as we may agree with you. Our preferred and standard method of payment is by direct debit, (we have direct debit mandates available for completion and this is required to be completed and passed to us prior to or at the time of admission). The first month's payment on admission is payable as follows:

27.10.1 If you begin your residency on or before the 10th of the month, an initial payment is required from your admission date up to and including the final day of that month;

27.10.2 If you begin your residency after the 10th of the month, an initial payment is required from your admission date up to and including the final day of that month plus a payment for the whole of the following month;

27.10.3 All subsequent payments will be payable in accordance with this clause 27.10 by the first day of each subsequent calendar month.

27.11 Other payments, for example, for additional services can be paid with debit card.

27.12 If our charges remain unpaid for more than 28 days after their due date for payment, we reserve the right to charge interest at the base rate of the Bank of England per annum, calculated on a daily basis from the due date up to the date of actual payment. If they

remain outstanding for more than 3 months we also reserve the right to take legal action in respect of our unpaid fees and/or ask you to leave the home.

27.13 Please refer to clause 7.7 for details of how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

27.14 The minimum stay is 7 nights.

27.15 If you move into the home as a privately funded resident, we ask that you sign a declaration to confirm that you have at least 2 years' worth of funds, of which at least one year is readily available funds, to cover your care home fees. If part of your 2 years' worth of funds is not readily available, we ask that you confirm you have assets with a value of at least 2 years of your fees and intend to sell them within the coming 12 months to enable you to cover your care home fees. Please note that, should it be determined at a later date, that information you provided at the time of entering into this agreement is inaccurate, it may affect your continued residency at the home.

28. SHORT STAY CARE

28.1 In addition to the above, some specific terms apply for short stay care:

28.1.1 Fees for short stays are payable in advance, normally for the duration of the Short Stay Period (as set out in the Admission Agreement under the heading "Duration of Stay").

28.1.2 The minimum charge is 1 week irrespective of whether the length of stay is shorter than 1 week.

28.1.3 In the event of you wishing to leave the home within the Short Stay Period, you will be required to give at least 7 days' written notice of the date on which you will be leaving. Any fees that you have paid for any period beyond the expiry of the notice period will be refunded to you.

28.1.4 If you wish to extend your Short Stay Period, you must also give us at least 7 days' written notice to the Home Manager. We will do our upmost to try to fulfil the request but there may be circumstances when we do not have the availability of vacant rooms. Payment must be made in advance of any extended stays.

28.1.5 At the end of the Short Stay Period, any terms of short stay shall no longer apply, and you will be considered a resident with the related terms of this agreement applying to you thereafter.

28.1.6 On confirmation of booking, payment will be required 1 month in advance of stay or at the point we agree to an extension of your Short Stay Period

29. FUNDED NURSING CARE

29.1 Funded Nursing Care (FNC) is the funding provided by the NHS to care homes with nursing, to support the provision of nursing care by a registered nurse for those assessed as eligible for FNC. You will be eligible for FNC if you have a need for care from a registered nurse. 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 instead of by you. The amount paid towards your nursing care is set by the Department of Health and Social Care annually.

29.2 The weekly amount that the NHS will pay does NOT extend to your accommodation or to the provision of personal care services or to care provided by care assistants, although it does cover the registered nurse input in planning, supervising and monitoring nursing and healthcare tasks, as well as direct nursing care.

29.3 The amount that the NHS pays in respect of your nursing care is paid to the home for the benefit of the home and we shall use our reasonable endeavours to claim the NHS contribution on your behalf for use by the home. The weekly fee you are required to pay is separate from the amount the NHS pays to the home and will be set out on the Admission Agreement. This will show the total amount required from you and how this is broken down, including the cost of the nursing care provided to you. If the Funded Nursing Care payments change, the weekly fees required from you will not be affected. For example, if the Funded Nursing Care payments increase, your weekly fees will not reduce and vice versa.

29.4 If you are admitted to hospital, FNC will not be payable for the duration of your hospital stay. However, you will not be required to reimburse this amount to us and the FNC payments will resume once you return to the home.

29.5 If you die whilst in receipt of FNC, the FNC payments will cease on your death. However, our charges (excluding our charges for your nursing care previously covered by the NHS) will continue in accordance with clause 16.

30. FINANCIAL CIRCUMSTANCES IN WHICH YOU MAY BE ASKED TO LEAVE

30.1 **If our charges are not paid in full when they are due:** If you have difficulty meeting our charges, we would encourage you to discuss this with the Home Manager before you fall into arrears. If our charges are not paid at the times we have agreed with you and they remain outstanding for more than 3 months, we reserve the right to ask you to leave the home. In these circumstances you would be given 28 days' notice to leave the home and you will be responsible for payment of our fees (less any amount paid for you by the local authority/NHS) up to and including the date you leave.

Please refer to clause 7.7 for details of how our charges may continue if you do not remove your personal possessions at the same time as you leave the home

30.2 **If you become eligible, and apply, for funding by the local authority:** We appreciate that there may come a time when you become eligible to apply to the local authority to pay our charges. In the event that:

30.2.1 the amount the local authority is willing to pay is less than our full charges; and

30.2.2 we are unable to offer you a lower cost room or you decline a lower cost room that is offered to you; and/or

30.2.3 the shortfall is not made up on your behalf and remains outstanding for more than 3 months,

we reserve the right to require you to leave the home. In these circumstances, you would be given at least 28 days' notice to leave the home and you will be responsible for payment of our fees (less the amount paid for you by the local authority) up to and including the date you leave.

Please refer to clause 7.7 for details of how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

30.3 If **you become eligible for NHS funded Continuing Healthcare:** If you become eligible for NHS Continuing Healthcare and the amount that the NHS is willing to pay for the services they are obliged to fund is less than our full charge and (a) you are unable or unwilling to pay separately for the superior accommodation, services and facilities that you use ("Additional Services") and/or (b) there is no suitable alternative, lower cost, room that we can offer you to reduce or eliminate the shortfall or (c) you decline a lower cost room that we offer you then we reserve the right to require you to leave the home. All of this is explained in more detail in clause 27.9 above.

If you left in these circumstances, you would be given at least 28 days' notice to leave the home and you will be responsible for payment of our fees (less the amount paid for you by the NHS) up to and including the day you leave.

Please refer to clause 7.7 for details of how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

PART D

THIS SECTION ONLY APPLIES TO YOU IF YOUR FEES ARE PAID WHOLLY OR IN PART BY THE LOCAL AUTHORITY

31. OUR CHARGES

31.1 Your weekly fees are set out in the Admission Agreement. The charge that applies to you as a resident of one of our homes depends on your assessed care needs and type of accommodation. As a local authority is responsible for paying your fees, our contract with the local authority may provide for your weekly fees to increase, for example, because our costs of providing services to you have increased, you decide to move to a different room, or if your care needs increase.

31.2 Although a local authority contributes towards our charges in respect of your residence in one of our homes, the local authority's assessment of the amount of its contribution towards our charges will include an amount that you are required to contribute from your own resources (a "**Service User Contribution**"). We are not involved in the local authority's assessment of your contribution and if you have any queries about this you should raise them directly with your local authority.

31.3 It is possible that the amount that the local authority will pay towards our charges will be less than the full amount of our charges. If this is the case then a relative or another third party will be required to make up the difference (a "third party top-up payment"). You and/or the person that will be making the third party top-up payment should agree with the local authority how this payment will be made to us. If you wish to make this payment directly to us, this must be agreed with the local authority. Please note that the third party top-up payment may also increase if our weekly fees increase as detailed at clause 31.1 above.

31.4 Our charges are calculated on a weekly basis and are payable monthly in advance by direct debit, by BACS payment, or by such other payment method as we may agree with you. Our preferred and standard method of payment is by direct debit, (we have direct debit mandates available for completion and this is required to be completed and passed to us prior to or at the time of admission). If a third party is paying the top-up payment directly to us, an invoice in respect of any top-up payment required will be sent out to the third party during the last week of each month for payment of the month ahead. The invoice will cover the top-up payment for that coming month. Invoices are payable within seven days of the date of the invoice. The first month's payment on admission is payable as follows:

31.4.1 If you begin your residency on or before the 10th of the month, an initial payment is required from your admission date up to and including the final day of that month;

31.4.2 If you begin your residency after the 10th of the month, an initial payment is required from your admission date up to and including the final day of that month plus a payment for the whole of the following month;

31.4.3 All subsequent payments will be payable in accordance with this clause 31.4 by the first day of each subsequent calendar month.

31.5 If our charges remain unpaid for more than 28 days after their due date for payment, we reserve the right to charge interest at the base rate of the Bank of England per annum, calculated on a daily basis from the due date up to the date of actual payment. If they remain outstanding for more than 3 months we reserve the right to take legal action in respect of our unpaid fees and/or ask you to leave the home.

31.6 Please refer to clause 7.7 for details of how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

31.7 If there is a change in circumstance and you and/or the person that will be making the third party top-up payment are unable to meet the third party top-up payment; you and they must speak to the Home Manager in the first instance. We may ask you to move to a lower cost room or the Local Authority may need to find an alternative home for you.

31.8 When the Local Authority is assessing your financial position, they may, at their absolute discretion, agree to fund the agreed weekly fees for the first 12 weeks of residency allowing you time to sell your property or make alternative funding arrangements. This is known as a “12-Week Disregard”.

31.9 Your weekly fees are set out in the Admission Agreement. Your weekly fee will be reviewed annually to cover inflationary and/or other regular increases in the costs of providing care and other services to you, including the running of the home and the broader business. These costs include, but shall not be limited to, the generally applicable increases in costs of utilities, maintenance, food and insurances over time, costs passed on by our suppliers, as well as increases in our cost base, such as rent, employment and benefits costs for our staff, and other general and administrative costs and expenses of running the business. In exceptional circumstances, it may be necessary for us to apply an additional increase to our charges. This may occur, for example, if there are changes in legislation, which significantly increase the costs of providing our services. In the unlikely event that such increases are necessary, these may take place outside of the usual annual review. As we offer a premium service, we may also increase our fees to reflect the cost of enhancing the experience and environment for you. This may include, for example, the cost of investing in new technology or making refurbishments to the home..

31.10 When your fees are reviewed you will be given at least 28 days’ written notice of any increase. At the end of the notice period the increased charge will apply. However, our fee increases will only apply to you to the extent that they apply to our charges for the Additional Services that you use, or sums which are not covered by the Local Authority.

32. FUNDED NURSING CARE

32.1 Funded Nursing Care (FNC) is the funding provided by the NHS to care homes with nursing, to support the provision of nursing care by a registered nurse for those assessed as eligible for FNC. You will be eligible for FNC if you have a need for care from a registered nurse. 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 instead of by you. The amount paid towards your nursing care is set by the Department of Health and Social Care annually.

32.2 The weekly amount that the NHS will pay does NOT extend to your accommodation or to the provision of personal care services or to care provided by care assistants, although it does cover the registered nurse input in planning, supervising and monitoring nursing and healthcare tasks, as well as direct nursing care.

32.3 The amount that the NHS pays in respect of your nursing care is paid to the home for the benefit of the home and we shall use our reasonable endeavours to claim the NHS contribution on your behalf for use by the home. The weekly fee you are required to pay is separate from the amount the NHS pays to the home and will be set out on the Admission Agreement. This will show the total amount required from you and how this is broken down, including the cost of the nursing care provided to you. If the Funded Nursing Care payments change, the weekly fees required from you will not be affected. For example, if the Funded Nursing Care payments increase, your weekly fees will not reduce and vice versa.

32.4 If you are admitted to hospital, FNC will not be payable for the duration of your hospital stay. However, you will not be required to reimburse this amount to us and the FNC payments will resume once you return to the home.

32.5 If you die whilst in receipt of FNC, the FNC payments will cease on your death. However, our charges (excluding our charges for your nursing care previously covered by the NHS) will continue in accordance with clause 16.

33. CONTINUING HEALTHCARE

33.1 If you become eligible for NHS Continuing Healthcare funding, the responsibility for your funding will move from the local authority to the NHS and you will no longer be required to pay a Service User Contribution or a third party top-up payment. However, it is possible that there will be a shortfall between the amount that the NHS is willing to pay and the full amount of our fees. This is because the NHS will fix the level of fees that it considers is sufficient to pay for the care and accommodation that you require. If you choose to live in a home that charges more than the amount the NHS is willing to pay, then the NHS is not necessarily obliged to fund the excess. In this situation we may require you to pay separately for the superior accommodation, services and facilities that the home provides, which amount to “Additional Services” that are outside the services and accommodation that the NHS is obliged to fund (“Additional Services”). However, you will not be obliged to pay for any Additional Services that you do not use or require. We also reserve the right to move you to an alternative room at a lower charge that is more in line with the amount that the NHS will fund. If no such alternative room is available, or if you decline the alternative room offered or are unable to pay for the Additional Services you wish to

use, then we reserve the right to ask you to leave the home. In this event, you will be given at least 28 days' notice.

34. FINANCIAL CIRCUMSTANCES IN WHICH YOU MAY BE ASKED TO LEAVE

34.1 If you or a third party (other than the local authority) pay part of our charges and these are not paid in full when they are due: If the local authority has agreed that any third party top-up payment may be made directly to us and there is difficulty meeting these charges, we would encourage you to discuss this with the Home Manager before you fall into arrears. If our charges are not paid at the times agreed and they remain outstanding for more than three months, we reserve the right to ask you to leave the home. In these circumstances we would consult with the local authority and you would be given at least 28 days' notice to leave the home. You will be responsible for payment of our fees (less the amount paid for you by the local authority) up to and including the date you leave. Please see clause 7.7 for details as to how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

34.2 **If you become eligible for NHS funded Continuing Healthcare:** If you become eligible for NHS Continuing Healthcare and the amount that the NHS is willing to pay for the services they are obliged to fund is less than our full charge and (a) you are unable or unwilling to pay separately for the superior accommodation, services and facilities that you use ("Additional Services") and/or (b) there is no suitable alternative, lower cost, room that we can offer you to reduce or eliminate the shortfall or (c) you decline a lower cost room that we offer you then we reserve the right to require you to leave the home. This is explained in more detail in clause 33 above.

34.3 If you left in these circumstances, you would be given at least 28 days' notice to leave the home and you will be responsible for payment of our fees (less the amount paid for you by the NHS) up to and including the day you leave. Please see clause 7.7 for details as to how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

PART E

THIS SECTION ONLY APPLIES TO YOU IF YOUR FEES ARE PAID WHOLLY OR IN PART BY THE NHS

35. OUR CHARGES

35.1 As you are eligible for NHS funded continuing healthcare, the NHS is responsible for paying for your assessed care needs and accommodation. The NHS has fixed the level of fees that it considers is sufficient to pay for the care and accommodation that you require. You will appreciate that the services and facilities offered by different care homes can vary significantly (both in terms of the variety of services and facilities provided and in the quality of provision) and this is reflected in the fees that they charge. We pride ourselves on both the variety and quality of the services we provide and we recognise that our fees are higher than those charged by some other care homes. If our fees in respect of your care and accommodation are higher than the amount that the NHS is required to pay for your care and accommodation, we may require you to pay separately for the superior accommodation, services and facilities that the home provides, which amount to "Additional Services" that are outside the accommodation and services that the NHS is obliged to fund. However, you will not be obliged to pay for any Additional Services that you do not use or require.

35.2 Your weekly fees are set out in the Admission Agreement. Your weekly fee will be reviewed annually and will be increased to cover inflationary and/or other regular increases in the costs of providing care and other services to you, including the running of the home and the broader business. These costs include, but shall not be limited to, the generally applicable increases in costs of utilities, maintenance, food and insurances over time, costs passed on by our suppliers, as well as increases in our cost base, such as rent, employment and benefits costs for our staff, and other general and administrative costs and expenses of running the business. In exceptional circumstances, it may be necessary for us to apply an additional increase to our charges. This may occur, for example, if there are changes in legislation, which significantly increase the costs of providing our services. In the unlikely event that such increases are necessary, these may take place outside of the usual annual review. As we offer a premium service, we may also increase our fees to enhance the experience and environment for residents. This may include, for example, the cost of investing in new technology or making refurbishments to the home.

35.3 When your fees are reviewed you will be given at least 28 days' written notice of any increase. At the end of the notice period the increased charge will apply. However, our fee increases will only apply to you to the extent that they apply to our charges for the Additional Services that you use, which are not covered by the NHS.

35.4 Your fees may also change if, at your request, you move to a different room for which different fees are payable. Details of our current room rates can be found on our website and are also available in the home. Again, you will only be responsible for any increase in our fees that amounts to Additional Services that you use or require.

35.5 Our charges are calculated on a weekly basis and are payable monthly in advance. Our invoice will be sent out during the last week of each month for payment of the month ahead. Invoices are payable within seven days of the date of the invoice and can be paid by direct debit, by BACS payment, or by such other payment method as we may agree. Our preferred and standard method of payment is by direct debit. An invoice in respect of the amount of our fees that is payable will be sent out during the last week of each month.. The first month's payment on admission is payable as follows:

35.5.1 If you begin your residency on or before the 10th of the month, an initial payment is required from your admission date up to and including the final day of that month;

35.5.2 If you begin your residency after the 10th of the month, an initial payment is required from your admission date up to and including the final day of that month plus a payment for the whole of the following month;

35.5.3 All subsequent payments will be payable in accordance with this clause 35.5 by the first day of each subsequent calendar month.

35.6 If our charges remain unpaid for more than 28 days after their due date for payment, we reserve the right to charge interest at the base rate of the Bank of England per annum, calculated on a daily basis from the due date up to the date of actual payment. If they remain outstanding for more than 3 months we reserve the right to take legal action in respect of our unpaid fees and/or ask you to leave the home

35.7 Please see clause 7.7 for details as to how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

36. FINANCIAL CIRCUMSTANCES IN WHICH YOU MAY BE ASKED TO LEAVE

36.1 **If you or a third party (other than the NHS) pay part of our charges and these are not paid in full when they are due:** If you have difficulty meeting our charges, we would encourage you to discuss this with the Home Manager before you fall into arrears. If the part of our charges that are payable by you are not paid at the times we have agreed with you and they remain outstanding for more than three months, we reserve the right to ask you to leave the home. In these circumstances you would be given 28 days' notice to leave the home and you will be responsible for payment of our fees (less the amount paid for you by the NHS) up to and including the date you leave. Please see clause 7.7 for details as to how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To WT RB Opco 1 Limited, 3 Cygnet Drive, Swan Valley, Northampton, NN4 9BS, contracts@averyhealthcare.co.uk :

I hereby give notice that I wish to cancel my contract with WT RB Opco 1 Limited for the provision of accommodation and care at Alice Court.

Name:_____

Address:_____
_____
_____

Signature:_____

Date: _____

APPENDICES

- Acceptable use of IT Systems
- Wheelchair Policy

ACCEPTABLE USE OF IT SYSTEMS

1.1 We may screen or restrict your access to certain content placed on or accessible through the internet, including communications between you and other parties via the internet.

1.2 You acknowledge that if you access the internet you may receive or be exposed to content, goods or services which you consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. You agree that we are not liable for any action or inaction with respect to any such content on the internet accessible through the home's wi-fi system.

1.3 We do not actively monitor the use of our wi-fi system under normal circumstances. Similarly, we do not exercise editorial control or review the content of any websites, electronic mail transmissions, newsgroups or other material created or accessible over or through our wifi-system. However, we may remove, block, filter or restrict by any other means any materials that, at our sole discretion, may be illegal, may subject us to potential liability or may violate this clause 1.3.

1.4 We may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong doing. If you do not comply with the home's reasonable instructions as to the use of the internet and our wifi-system, we may suspend or terminate your access to the wi-fi system.

1.5 You agree not use the wi-fi system to:

1.5.1 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;

1.5.2 harm, or attempt to harm, minors in any way;

1.5.3 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;

1.5.4 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);

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

1.5.6 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;

1.5.7 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;

1.5.8 interfere with or disrupt the wi-fi service or servers or networks connected to the wi-fi service, or disobey any requirements, procedures, policies or regulations of networks connected to the wi-fi-service;

1.5.9 intentionally or unintentionally violate any applicable national or international law, or any regulations having the force of law;

1.5.10 "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;

1.5.11 pass on the wi-fi system password without our authorisation; or

1.5.12 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.

1.6 We may disclose communications and activities using the wi-fi system in response to lawful requests by governmental authorities.

WHEELCHAIR POLICY

1.1 Mobility scooters and any other such transportation devices (**mobility devices**) can only be introduced into the home with approval from us and the Home Manager.

1.2 Whether they are permitted on site will depend on a number of safety considerations including but not limited to:

1.2.1 whether the mobility device can be charged safely in an outdoor space;

1.2.2 whether the internal and external environment at the home is suitable to accommodate the mobility device being used; and

1.2.3 whether you are deemed able to operate the mobility device without causing any risk to other residents, staff or visitors at the home.

1.3 We reserve the right to remove the mobility device if at any time it is deemed a risk to others.

1.4 Any damage caused by you to the home as a result of misuse of the mobility device will be charged to you.