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# RESIDENT CONTRACT TERMS

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## Resident Contract Terms

### INTRODUCTION

These Resident Contract Terms set out the formal legal relationship between you and Platinum Care Homes (Stanwell) Limited (in England and Wales) ("we", "us", "our", "the Home") (together the "Contract"). While these Resident Contract Terms are addressed to "you," they may equally be addressed to a person who acts on your behalf, either formally (via a Power of Attorney) or informally nominated by you, and who may sign the Contract and make payments on your behalf.

We recognise that Dementia Nursing/Dementia care is expensive, and it is important that likely costs are fully understood in advance. It is therefore important that you carefully read and understand the contract before signing and agreeing to its terms. By signing the contract, you are agreeing to its terms and you will be personally liable for the payment of fees and other charges set out in the contract.

We hope that the terms are clear and that you are able to understand the extent of the cost of the services we offer. If you do not understand any aspect, please contact the Home's General Manager/Director (the person responsible for the overall running of the Home) We encourage you to take independent legal advice, including from Citizens Advice, if there are any aspects that are unclear.

It is important that the placement is affordable to you. For that reason, we ask for you to provide us with proof of sufficient funds prior to entering into the contract.

### 1 - Services included and excluded from the Weekly Fee

The Weekly Fee is for 24-hour routine care in the Home. It includes your room (which will be redecorated from time to time as necessary), heat and light, meals (including a choice of menus), snacks and drinks, access to lounges and gardens, bedding and towels including laundry (but excluding dry cleaning), liaison with relevant outside agencies such as medical practitioners and district nurses, assistance with personal care, activities (including any routine trips out of the home), access to Wi-fi, annual testing of residents' personal electrical equipment and ongoing care reviews.

The Weekly Fee excludes without limitation the following: personal newspapers, personal flowers, smoking or vaping materials, personal toiletries, hairdressing, dental care, manicures, beauty treatments, podiatry care or special outings e.g. theatre tickets. It is important to note that this is not an exhaustive list but is examples of typical additional services. We may arrange for these additional services, which will need to be paid for separately. In the event that these are paid by us on your behalf we will add these charges to your account.

The Weekly Fee does not include accompanying you to medical, hospital or similar appointments; where such accompaniment is arranged this will be charged





separately at £20 per hour for attendance by a carer, plus any travel expenses, such as a taxi fare.

Should it be necessary to provide additional care or medical services to you, such as one-to-one care for periods of the day, in which a member of staff is dedicated to your care, an additional charge will be made for this (for example, if it is necessary to engage a carer on one-to-one care this will ordinarily be charged £20 per hour. This will not be introduced without your consent, except in exceptional circumstances, in which case we will seek consent as soon as reasonably practicable.

## **2 - Other Matters Applicable to all Residents**

**12.1** We will hold and process personal information about you. We are committed to protecting that information in accordance with applicable data protection laws, including the General Data Protection Regulation 2016.

**12.2** Upon admission to the Home you must register with a medical General Practice.

**12.3** We reserve the right to update the terms and conditions of this contract

**12.4** You must make the Home aware of any prescribed or non-prescribed medication that you possess. Should you wish to self-medicate this will be permitted only following a risk assessment.

**12.5** The Resident/LPA/NOK is responsible for insuring to full replacement value of all personal belongings, including furniture, brought into the home.

**12.6** It is important to recognise that even though the room is "your room", your occupation is by licence only, as we must have the right to enter at any time to provide care, to clean the room, to redecorate and service equipment or for other purposes associated with your residence. In some cases, it may be necessary to ask you to relocate to another room temporarily or permanently. We will not do this without consultation and giving at least 4 weeks' notice, except in emergency situations.

**12.7** Where, in the reasonable opinion of the General Manager, the visitor is verbally or physically abusive or threatening or poses a risk to residents, that visitor will be excluded from the Home until an agreement is reached on future behaviour. You will appreciate that the Home is also where many other residents live and the workplace of many staff. We have an obligation to those individuals as well as to you and we have a zero tolerance policy on this which we hope you will recognise also protects you.



**12.8** We welcome constructive feedback as we wish to improve our service and customer experience. If you have any such feedback to offer, please advise the Home's General Manager. If you wish to make a complaint, please see our Complaints Policy which can be obtained from our Home's General Manager.

**12.9** If you consider that you are running low on funds, we are always available to discuss options. Please contact the General Manager and a meeting can be arranged.

**12.10** Where the Contract refers to "you" we mean you or another person with authority to speak for you. This authority may arise because they have a Lasting Power of Attorney or equivalent which extends to cover property and financial affairs. Where you do not have capacity to make decisions for yourself, and where no one has relevant authority, we will make decisions on your behalf on a "best interests" basis in accordance with the Mental Capacity Act 2005, following consultation with family members and others as relevant.

**12.11** All electrical items brought into the Home must be PAT tested. We will PAT test all your items on admission and for free on an annual basis. Any items that fail such tests must not be used.

**12.12** Any soft furnishings brought into the home must be certified fire retardant.

**12.13** All your personal clothing must be clearly labelled and documented on admission and during your stay at the home. This is your responsibility and is a simple precaution that will reduce the risk of your clothing being mislaid or lost. A member of staff should be informed of and shown any clothing or articles brought into the home for you at any time, for the purpose of documenting and/or labelling. We can offer to label all your clothes on admission.

**12.14** The Home shall not be responsible in any way for any damage or loss to your furniture, clothes, or other personal belongings (such as Jewellery, Watches and Phones) unless the Home has been negligent or fraudulent.

**12.15** You are responsible for insuring to full replacement value of all personal belongings, including furniture, brought into the home.

**12.16** We do not permit our staff to lend to or borrow money from or receive personal gifts from you or your visitors. If a resident wishes to donate to the staff fund this can be done at the administration office.

**12.17** We do not permit our staff to witness legal documents for you or your visitors.

**12.18** Animals are not permitted in the Home except following the prior permission of the General Manager.



**12.19** Smoking is not permitted in the Home. There is a designated area at the Home for residents who wish to smoke and who have undergone the relevant risk assessment.

**12.20** Nothing in the Contract seeks to exclude or limit liability for death or personal injury.

**12.21** We are committed to equal opportunities, and this extends to you, other residents and our staff.

**12.22** We are regulated under the Health and Social Care Act 2008 in England. We are inspected by the Care Quality Commission ("CQC"). Inspection reports for the Home are available from the General Manager and from our website.

**12.23** This Contract shall be governed by and construed in accordance with the Law of England.

## **Annex A**

### **Interpretation**

In the terms the following terms have the following meanings:

"Authority funding" means the amount that a local authority, NHS Body (including CCG/ICB) or other public body has agreed to contribute towards the weekly care fee for your residence at Church View.

"CCG" - Clinical Commissioning Group.

"CHC" - Continuing Healthcare funding provided by the NHS.

"FNC" - Funded Nursing Care contribution

"GDPR" - General Data Protection Regulation

"Personal Care Plan" - means the document (electronic) that details all aspects of your care while residing at Church View

"Representative" - shall mean your Lasting Power of Attorney or deputy

"LPA" - Lasting Power of Attorney



Date:.....

Name:.....

Relationship to Resident: ..... (LPA OR Next of Kin Only)

Signature: .....