



Residential Placement Contract

Preamble

The acceptance of a person to stay in a Residential Home involves a special relationship. You are assured that we do our utmost to care for our residents in all circumstances. However, to do so we have to maintain an extensive establishment and therefore we have to define the relationship in business terms.

Residents and/or their representatives should take sufficient time before signing this document. It is important that they read and understand the terms of this contract before signing. There will be a seven days' 'Cooling Off Period' commencing the day after this document is signed in which the Resident or Representative may withdraw from the contract without incurring any costs for breach of contract.

You are strongly recommended to seek independent advice of a qualified solicitor and/or seek help and assistance of free advocacy services.

This document conforms to the recommendations contained within the "Guidance On Unfair Terms in Care Homes' Contracts" published by "The Office of Fair Trading" with respect to compliance with "The Unfair Terms In Consumer Contracts Regulations 1999".

Residential Placement Contract Agreement

Name of Resident (Resident): Mr/Mrs/Miss/Ms.....

Home Address:

Post Code:

Date of birth:..... NI Number:.....

RESPONSIBLE PERSON:

Organisation/ Relationship:

Legal Authority: Power of Attorney / Ward of Court/ Private Funds/.....

Address:

Post Code:

Telephone No.(Day): E-mail:

Telephone No.(Evening): Mobile No: Fax No:

Date of Admission: Placement Period: *Fixed term / Indefinite period

*If fixed term/respite: No of weeks..... *Expected discharge date:



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1. Terms and Conditions of placement

- 1.1 The offer and acceptance of a placement for residential care at Brightside Manor (hereinafter called "The Home") is subject to acceptance by the Resident and the Responsible Person or Persons named above of the Home's rules, responsibilities and expectations made of residents and of their family or the Responsible Person during the placement at Brightside Manor. The purpose of putting all the information in writing is to aim for understanding and clarity of the aims and purposes of the residential care placement.
- 1.2 The Home undertakes to provide accommodation, food, light, heat, laundry and all the necessary personal care as would normally be required by a resident of a care home to meet the Resident's assessed needs in line with the Home's "Statement of Purpose" and "Service User Guide" documents which set out the aims, objectives and practices as required by the appropriate provisions contained in the Care Standards Act (2000).

2. Placement fees

- 2.1 The placement fees (hereafter called "the Fees") based on the assessed needs of the Resident at the time of admission is £ per week, payable four weekly in advance.
- 2.2 If the placement is made for a fixed term or respite care, fees for the duration of placement is payable in advance.
- 2.3 The fees will be invoiced initially for eight weeks and thereafter four weeks at a time unless special arrangements are made and agreed in advance to pay monthly by standing order. Invoices are payable within 14 days or in the cases where payments made by standing order, receipted invoices will be sent 4 weekly. Unless queries are raised in writing, late payments will incur a monthly interest charge of 4.5% above the Royal Bank of Scotland Plc Base Rate applicable on the whole amount outstanding.
- 2.4 Any additional services required will be discussed with the Responsible Person prior to such expenditure being incurred. Such additional services include newspaper, magazines, toiletries and clothing for personal use; hair dressing; dry cleaning and non NHS services including chiropody, physiotherapy sought privately.
- 2.5 The Responsible Person undertakes to pay the Fees in total plus any charges levied in respect of additional services provided for and on behalf of the Resident and ensures that payment is made in a timely manner.
- 2.6 Responsible Person will provide satisfactory confirmation that access to funds sufficient to cover weekly fees for an initial placement period of 16 weeks are readily available so as to confirm that placement will not be disrupted and that the Resident can enjoy his/her placement without interruptions.
- 2.7 The Resident is entitled to retain all his/her pension/benefit monies and any allowances since this is a privately funded placement. The Home will not take part in the personal financial affairs of the Resident and the Responsible Person agrees to assist and oversee private financial affairs of the Resident.

3. Placement termination

- 3.1 If a placement is for an indefinite period, first four weeks of the placement shall be regarded as "trial period" to allow the resident to settle in.
- 3.2 In the case of a fixed term placement, placement will terminate on a fixed date as planned and trial period will not be applicable. Any extension of a fixed term placement period will need to be agreed in advance with the Home and appropriate arrangements made to pay additional fees as soon as the period of extension is agreed. Any such extensions to the placement period shall form the basis of an ongoing contract.



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- 3.3 During the first four weeks of a placement for an indefinite period, if the placement is terminated by the Resident or the Responsible Person then one week notice is required to terminate the placement, or alternatively, one week fee in lieu of notice is payable. Thereafter, four weeks notice is required to terminate the placement or four weeks fee in lieu of notice becomes payable.
- 3.4 In the event that a placement is brought to an end due to death of the Resident, our finance department will invoice up to and including the date of death plus a fixed amount equivalent to fees for four days of residential placement in line with the code of practice agreed with the Cardiff Council.
- 3.5 Brightside Manor undertakes to repay any monies overpaid after deducting all fees and expenses promptly due in accordance with the contract within 10 working days of termination of a placement.
- 3.6 If placement is for a fixed period no refund is payable for early termination of a placement by the Resident or the Responsible Person unless provisions of clause 3.3 above applies.
- 3.7 If Brightside Manor decides that a placement should be terminated and the Resident asked to leave in the event of:
- a) Serious breach of the Home's Rules or behaviour by the Resident which is likely to be detrimental to the Home and/or welfare or other residents and/or;
 - b) The Home is no longer being able to provide care for the Resident due to the change in needs that are better met elsewhere.
- this will be done in conjunction with the Responsible Person and other agencies as appropriate. In such cases fees are only payable up to and including the date of discharge and notice provisions do not apply.
- 3.8 Termination of placement due to non-payment of fees will however render the Responsible Person liable to:
- (a) pay four weeks fee in lieu of notice in the case of a placement for an indefinite period.
 - (b) pay the full fees due for the duration of the fixed term in the case of a placement for a fixed period.
- 3.8 In the event of a temporary absence from the home due to hospitalisation or other reasons, full fees will continue to be payable for up to six weeks from the date of commencement of absence and thereafter 80% of the fees become payable until either the placement is terminated in accordance with clause 3.2 or 3.3 above or the Resident returns/re-admitted to the Home following a period of absence.
- 3.9 Should the needs of the Resident change substantially and the Home is able to meet the change in needs, the placement fees will be reviewed following a comprehensive reassessment of the Resident's needs and the fees adjusted (increased or decreased) as appropriate with a minimum of 4 weeks notice to the Responsible Person.
- 3.10 The fees are normally reviewed annually in April for each fiscal year to keep up with increase in operating costs due to cost of living and inflationary pressures and any legislative changes. The Responsible Person will be notified of such increase in fees as soon as possible between April and June when the percentage increase is known and backdated to first Monday in April in that year. The Responsible Person will be notified of accrued arrears which will become payable within 14 days. Our next annual fee review is not due until April 2016.
- 4. Responsible Person's Undertaking**
- 4.1 The Responsible Person undertakes to provide or facilitate the provision of all relevant information about the Resident including her background and family, social, psychological, medical and any criminal history in writing to the Registered Manager prior-admission in order to conduct a comprehensive pre-admission assessment and once admitted the Home's will devise an individual care plan for the Resident in accordance with its procedures. The Responsible Individual is expected to continue and offer any additional information or updating as necessary during the placement.



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- 4.2 If a social worker is involved in the care and welfare of the Resident the named social worker is expected to participate actively in the care planning and any ongoing reviews and resettlement where appropriate.
- 4.3 Any concerns by the social worker/ Responsible Person or expressed to them by the Resident shall be communicated as soon as possible to the Registered Manager or keyworker so that any necessary action can be taken.
- 4.4 Every effort will be made to facilitate the best interests of the Residents whilst living at Brightside Manor by prompt and comprehensive sharing of information and co-operation with other agencies e.g. doctors, hospitals, social workers, courts, Responsible Person, solicitors in accordance with the information sharing protocol and confidentiality policy of the Home, both of which meets the requirement of the regulator, Care and Social Services Inspectorate Wales (CSSIW).
- 6. Resident's Agreement**
- 6.1 The Resident agrees to abide by the Health and Safety rules and Fire Safety procedures of the home which are designed to safeguard the safety, security and wellbeing of all residents and staff alike.
- 6.2 The Home maintains a comprehensive procedure for management of medicines within the home for all residents and all medication including those brought by the Resident at the time of admission is retained in the medication room and administered by suitably trained staff. Where the Resident elects to retain and administer his/her own medication subject to satisfactory risk assessment carried out by the Registered Manager, the Resident agrees to keep them securely locked in his/her room for self-medication. The Home does not accept responsibility for the misuse of any medication which are retained by the Resident.
- 6.3 Where the resident elects to go out unaccompanied by a member of staff from the Home, no responsibility can be accepted for the Resident's safety whilst away from the Home.
- 6.4 By agreement with the Home, personal items of furniture and ornaments may be brought into the Home for the Resident's personal use. No responsibility for damage or wear and tear may be accepted by the Home for such items and it will be the Resident's responsibility to insure them against all risks. All such items must be removed from the home by the Resident/ Responsible Person in the event of termination of the placement.
- 6.5 All electrical appliances brought into the Home by the Resident on admission or afterwards must be handed over to the Registered Manager for PAT testing by a competent person before permitted to use within the Home.
- 6.6 Residents are discouraged from keeping large sums of moneys or valuable on their person or in their rooms. Any valuables or moneys handed over the Registered Manager will be kept in the Home's secure vault and returned on request. All such transactions will be subject to the Home's procedures for safekeeping valuables and a receipt must be signed by the Registered Manager and the Resident for every transaction and a paper trail is maintained by the Home.
- 6.7 Personal belongings retained in the Resident's room is insured to the maximum amount of £1000 by the Home. If the value of the belonging exceeds the insured amount the Resident agrees to take out his/her own insurance policy for the values in excess of £1000.
- 6.8 No tenancy of any kind is intended to be created in respect of the room and the control of the room shall remain with the Home. The Home will endeavour to ensure that the allocated room will be available to the Resident for the duration of his/her placement. In the event such as the Resident's care needs require a change of room, the Resident and the Responsible Person will be consulted by the Home and given reasonable notice of any proposed change of the room giving the reason for the proposed change by the Home

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7. Disputes

- 7.1 This document takes precedence over any other documents relating to placements at Brightside Manor in the event of any conflicts arising about intentions or conditions of the placement and fees due.
- 7.2 In the event of any dispute arising between the Resident/ Responsible Person and the Home, every effort will be made to resolve differences by negotiation with the best interests of the Resident being the primary consideration.
- 7.3 The Home operates a comprehensive complaints procedure (see document no. HR4 supplied with the Service User Guide) which sets out various steps that must be taken in handling a complaint.
- 7.4 If any dispute is unable to be resolved then the Responsible Individual of the Home will appoint an independent arbitrator in agreement with the Responsible Person to determine the matter at dispute.
- 7.5 If agreement is unable to be reached on the appointment of an independent arbitrator, then the President of the Chartered Institute of Arbitrators shall be asked to appoint an arbitrator, whose decision shall be binding.
- 7.6 These Terms and Conditions are governed by the Laws of England and Wales and Brightside Manor agrees to submit to the exclusive jurisdiction of the Courts in England and Wales.

I / We accept the Terms and Conditions set out above for this placement and agree to abide by them.

by or on behalf of the Resident

Signed: Resident Date:

PRINT: in the presence of.....

Full name of witness.....

by the Responsible Person

Signed..... Responsible Person Date.....

PRINT:

by or on behalf of Brightside Manor

Signed..... Authorised Official Date.....

PRINT:..... Designation:

Copies to:

The Resident
The Responsible Individual
Accounts Department