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Resident Admission

General Terms & Conditions

TERMS & CONDITIONS OF RESIDENCY

The Terms and Conditions of this Agreement shall be governed by, and interpreted, in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

About This Document

This document is important as, together with the Resident Admission Agreement (RAA), it is your contract with the Home. Any capitalised terms within this document are to be interpreted as having the same meaning as within the RAA, where the context so requires. You should read it carefully as it is legally binding. You may wish to seek independent legal advice as it is imperative that you have read and understood these Terms and Conditions before entering into this agreement. This document sets out our general Terms and Conditions that will apply if you decide to move into the Home.

Variation of These Terms and Conditions

These Terms and Conditions may be amended from time to time by the Home to reflect changing circumstances and operational requirements affecting the Home. The circumstances in which the Home may need to amend these terms and conditions without the consent of the Resident or their Representative include:

Amendments to give effect to new laws, regulations or guidance that applies to Oakland Primecare Ltd or to the Home.

The Home shall consult with the Resident and if applicable, their Representative and shall give not less than four weeks' written notice of any changes to these Terms and Conditions, after which the amended Terms and Conditions will then apply.

If the Resident or Representative objects to any amendments to these Terms and Conditions, the Resident or Representative has the right to give notice to leave the Home in accordance with this Agreement.

The acceptance of a person to stay in a care home involves a unique and special relationship and we value the personal quality of this relationship.

These Terms and Conditions are intended to protect you and us from any misunderstandings and are for our common benefit.

Important Information for Representatives of Residents

If you are the Representative of a Resident and sign the RAA on the Resident's behalf, the Terms and Conditions in this document will apply to you in the same way as they apply to the Resident. You will be personally bound by these Terms and Conditions unless you have signed the RAA in the capacity of:

- The Resident's validly appointed attorney under either an enduring or lasting power of attorney and that power of attorney remains valid; or
- The Resident's validly appointed Property and Affairs Deputy appointed by the Court of Protection; or
- The Resident's validly appointed receiver.

If you are the Resident's validly appointed attorney, deputy or receiver at the time of signing the RAA 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, deputy or receiver ceases to be valid, you will immediately become personally responsible for the Resident's obligations under these Terms and Conditions.

Where a Representative is bound by these Terms and Conditions or becomes liable for the Resident's obligations, the Representative's liability includes liability for the payment of fees under these Terms and Conditions.

Where a Representative is bound by these Terms and Conditions or becomes liable for the Resident's obligations and fails to meet any of the obligations, Oakland Primecare Ltd may take legal action against the Representative to enforce the obligations (for example to recover monies due under these Terms and Conditions).

Fees

Fees due, as revised from time to time, under these Terms and Conditions are payable by the Resident and by signing the RAA the Resident accepts full liability for such fees. Where the Resident is unable to sign the RAA the Home requires that the RAA is signed by a Representative, confirming that they will be liable for the Resident's fees and any charges for Additional Services as specified in these Terms and Conditions under the heading Additional Services. Unless otherwise stated, the contents of this document apply to both long stays and short `

stay of the Resident is long or short term.

Deposit for Long Term Admissions

Private residents

Prior to admission a four-week deposit is required and may be used only to cover the payment of fees in the event of non-payment of fees by the Resident or to cover costs in respect of damage to property caused by the Resident's actions.

In the event of a Resident deciding to move to another care home the deposit can be used as the last four weeks' fees otherwise the deposit minus permitted deductions, if any, will be returned to the Resident or their Representative within 28 days of the Resident leaving the Home.

In the event of a Resident passing away, the deposit minus permitted deductions, if any, and minus the final payment in respect of the relevant number of days' fees due following death will be returned to the Resident's Representative or to the Resident's estate (dependent on the identity of the payer under the RAA). The deposit sum due will be returned within 28 days of the date up to which fees are payable under these Terms and Conditions.

In the event of a Resident passing away, the RAA will immediately terminate upon the following terms:

Oakland Primecare Ltd will be entitled to receive a final payment equivalent to three (3) day's fees from the estate of the deceased Resident (or from any party that has entered into a third-party agreement with Oakland Primecare Ltd in relation to the payment of the Fees for the Resident).

In addition, on the expiry of three (3) days after the death of a Resident, Oakland Primecare Ltd will be entitled to receive a further payment equivalent to one (1) day's fees for every day, up to a maximum of a further seven (7) days, where the personal effects of a deceased Resident have not been cleared from the room they previously occupied.

Oakland Primecare Ltd shall not be entitled to any such payment from the date on which the room is re-occupied.

The final payment is to be paid to Oakland Primecare Ltd in addition to any outstanding fees and charges for Additional Services as set out in these Terms and Conditions.

Where the personal effects of a deceased Resident have not been cleared from the room they previously occupied on or before the expiry of a total of ten (10) days following the death of that Resident, Oakland Primecare Ltd reserves the right to clear the room in question without any further notice and at its discretion to either dispose of any such personal effects

If the Representatives of a deceased Resident so request, Oakland Primecare Ltd may at its discretion store for a few days the personal effects of the deceased Resident in the room that the deceased Resident previously occupied, after the expiration of ten (10) days following the death of the Resident If Oakland Primecare Ltd agree to such a request, it may charge a reasonable fee to continue to make the room available to the Representatives of the Resident.

Whilst the Representatives of any deceased Resident will, for a maximum period of ten (10) days, have access to the room previously occupied by the deceased Resident for the purpose of collecting any personal belongings, this access will be granted on the understanding that Oakland Primecare Ltd will also have access to the same room for the purposes of refurbishment and for viewing by prospective new occupants.

Continuing Healthcare Residents

A deposit is not required from the local Clinical Commissioning Group (CCG). The Home agrees the fee with the CCG for each admission. Continuing Healthcare Residents may voluntarily purchase Additional Services under these Terms and Conditions. Additional Services are 'lifestyle choices' and do not form part of the healthcare services funded by the CCG under continuing healthcare arrangements.

In the event of a Continuing Healthcare Resident passing away, the agreement with the CCG will terminate immediately.

The Representatives of any deceased Resident will have access to the room previously occupied by the deceased Resident for the purpose of collecting any personal belongings. This access will be granted on the understanding that Oakland Primecare Ltd will also have access to the same room for the purposes of refurbishment, viewing by prospective new occupants, or new admissions.

Where the personal effects of a deceased

Resident have not been cleared from the room following the death of that Resident, Oakland Primecare Ltd reserves the right to clear the room in question and store or at its discretion dispose of any such personal effects. Oakland Primecare Ltd will not assume any responsibility or liability for any discrepancies in relation to inventories of stored items.

Services to be Provided

Subject to payment of the weekly Fees the Home will provide to the Resident:

• full board and accommodation in an en-suite room for your exclusive use. The room is provided with all furniture and a flat screen TV but, if you prefer, you can bring your own furniture provided it complies with the relevant fire and health and safety regulations;
• a choice of meals, plus snacks and drinks (including wine, subject to availability). We will also cater for most special dietary requirements by arrangement with the Home Manager and Chef;
• full non-exclusive use of all the communal lounges, dining rooms and bathrooms;
• full non-exclusive use of other communal / social areas, such as the library and cinema room (where present in the home);
• full access to the coffee shop, bar and bistro, extended to reasonable and fair use for visiting family or other guests;
• optional service of a Hairdresser once a week to include manicures, and chiropody every 8-12 weeks;
• 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 activities or excursions);
• assistance with washing, bathing, medication and other personal services;
• appropriate staffing levels to support your assessed needs (excluding nursing care needs provided by a Nursing and Midwifery Council registered nurse) throughout the day and night;
• a complete laundry service (excluding dry cleaning);
• liaison with your GP, social worker, district nurse, dentist, and other allied healthcare professionals (subject to any associated charges being payable by you);
• periodical decorating of the Resident's room as determined reasonably necessary by the Home;
• nurse call systems, and other monitoring systems, as required;
• a full review of care after 6 weeks and, subsequently, every 12 months with all relevant parties invited;
• No reimbursement of fees is applicable for any services not taken by the resident e.g. if a resident chooses not to visit the hairdresser.

Additional Services

Additional support for planned visits outside the Home, excluding planned social activities, are not included in the weekly Fees. For example, where a Resident wishes to attend a relative's wedding and a member of care staff is needed to escort the Residents or an escort is needed to support a visit off site e.g. outpatient / dental appointment there will be an hourly rate for this advised by the Home.

The Home will raise a monthly invoice for escorted visits off site and to recover the cost of goods or Additional Services requested or reasonably required by the Resident, such as:
• Dedicated 1:1 care for bespoke needs
personal items such as clothing, magazines and toiletries;
• Alcoholic beverages other than as specified under 'Services to be Provided' above;
• Dry cleaning;
• Private treatments, such as physiotherapy;
• Medication, equipment and prescription charges not covered in full by the NHS (for example, incontinence aids, bespoke chair);
• Specialist bespoke medical equipment not generally available in the Home and/or medical equipment that is normally provided by the Home on a shared use basis (for example a hoist) which at a resident's request is to be used solely by the Resident;
• Private car hire or taxi service;
• Special foods that are not normally purchased by the Home for the Residents;
• Private parties for special occasions;
• Except for non-Continuing Healthcare Funded Residents or Residents who have qualified for Funded Nursing Care, nursing care in accordance with the Resident's assessed needs.

Standard of Care

The Home undertakes to provide the care services set out in the Resident care plan and in line with the Health and Social Care Act 2008 and with applicable Regulations.

If occasion should occur where a complaint or query arises in relation to the standard or care provided, the Resident should refer to the Home's written complaints procedure, which is available from the Management team at the Home.

Short Stay (Respite) Residents

The Fees must be paid prior to admission or on the day of admission, for the full term of the agreed period of care.

Fees shall be charged for each full calendar day or part of a calendar day that the Resident is at the Home. For example, if a Resident is admitted at 4.00pm on Monday and leaves on Thursday at 9.00am the Resident would be charged the full day rate for Monday, Tuesday, Wednesday and Thursday.

We will be entitled to terminate the RAA for Respite Residents by giving written notice of no less than 48 hours if we believe the conduct of the Resident is disadvantageous to the safety or well-being of other Residents and/or staff. Any Fees for the period after the Resident leaves the Home will be refunded within 28 days to the Resident, the Resident's estate or the Representative (dependent on the identity of the payer under the RAA).

No Fees are refundable in the event that a Respite Resident is admitted to hospital and such admission starts during the last week of the short stay period under the RAA. If such admission starts prior to the last two weeks of the short stay period under the RAA, during the first full week of absence Fees will continue to be payable in full. After the first full week, the Fees for each subsequent full week of absence will be reduced by 10%. The Resident's room will be reserved for the Resident during any such hospital admission.

The Resident will be entitled to reside in the Home for the full period of the short stay (maximum 6 weeks duration) stated on the RAA. The Resident must vacate the Home at the end of that period unless, at the end of the period, the Home and the Resident (or their Representative) agree to convert the residency to a long-term admission. In this case the associated contractual requirements under these Terms and Conditions will apply and a new RAA will be completed.

Invoicing and Payment Arrangements for Long Stay Residents

For the calendar month during which the Resident is admitted to the Home, Fees will be charged at a daily rate up to the end of that calendar month and will be payable on or before admission. The daily rate will be shown on the RAA. Thereafter, Fees are payable monthly in advance by Direct Debit. Upon admission the Resident or their Representative will be required to sign a Direct Debit instruction provided by, and payable to, the Home.

Oakland Care accepts payment by standing order, BACS transfer, or cheque. However, Direct Debit is the preferred method and a £10 per month admin fee will be charged if the Resident or their Representative chooses to pay by another method.

The Direct Debit agreement will give the Home the right to deduct any amounts that are outstanding as due from the Resident to the Home.

If any Fees or charges (including any Top Up charges, Third Party Contribution or Additional Service Charges) remain unpaid 30 days after their due date for payment, we reserve the right to charge interest at a rate of 4% above the Bank of England base rate per annum, calculated on a daily basis from the due date up to the date of actual payment. At the end of the Resident's stay we will provide a statement of account. If this shows that there has been an overpayment of any Fees or charges, the amount of the overpayment will be refunded by the Home to the Resident or their Representative by direct credit. Alternatively, if the statement shows an outstanding amount due to the Home in respect of any charges, the outstanding amount will be payable within 30 days of provision of the statement.

Invoices will be sent on a monthly basis.

Fee Increase

The Home normally reviews the Fees annually, with any review of Fees normally taking effect from the 1st April. Residents and Representatives shall be given at least six weeks written notice of increases in Fees. Any increase in Fees would increase the amount payable by private paying Residents or by any person making a Top Up / Third Party contribution where the placement is funded by a Local Authority.

Fees shall normally be reviewed annually taking into consideration:

- the average of the percentage increase in the Consumer Prices Index including housing costs (CPIH) in December of the year immediately preceding the twelve months period in which the increase is to take effect, compared to December of the previous year and the percentage increase in the National Living Wage (NLW) applicable from 1 April of the year in which the increase is to take effect, compared to 1 April of the

previous year; plus

- an amount to reflect the increase in sector specific costs from 1 April of the year in which the increase is to take effect, compared to 1 April of the previous year using relevant and objective benchmarking data as produced annually, for example, by Knight Frank;

- an amount to reflect the increased costs of providing the service as a result of changes in the law, regulation or guidance that come into effect either:

    - on or before the 1 April of the year in which the increase is to take effect; or
    - during the 12 months period from 1 April of the year in which the increase is to take effect.

For example, where your weekly rate is £1,000, the percentage increase in CPIH is 2% and the percentage increase in NLW is 4%, the weekly rate would increase by 3% to £1,030 a week. If sector specific cost increase by 3% and an applicable change in law resulted in a 2% increase in costs, these increases would also be applied, giving an overall increase of 8% to £1,080 a week.

Under extreme circumstances it may be necessary to review our fees more frequently than annually.

Trial Period

Before moving into the Home, Residents are welcome to visit, to meet staff and other residents, stay for lunch or tea and find out all they need to know about the Home. Once they have moved into the Home, it is important that they are able to decide if it is the right Home for them.

Agreement for Long Stay Residents

The first four weeks of residence in the Home is regarded as a trial period and the Home or the Resident / their Representative can terminate the RAA during this period by written notice of at least 2 weeks. Following the trial period, the RAA can be terminated by 28 days written notice by the Resident / their Representative to the Home or by the Home to the Resident / their Representative.
Where a Resident leaves the Home without giving the required notice, payment in lieu of notice at the normal weekly rate of the Fees shall be payable.

A Resident may be asked to leave the Home if any of the following circumstances occur:

- The Home is unable to provide the level or type of care the Resident requires. The Home will consult with the Resident or the Representative and consider whether reasonable adjustments could be made to meet the Resident's needs. If, having consulted, the Home is unable to provide the level or type of care the Resident requires, it will give at least 28 days' written notice to the resident. The Home reserves the right to require the resident to leave on shorter notice if the circumstances require(e.g. if urgent action is needed to safeguard Residents or staff).

- the Home is unable to agree the terms of a new RAA including the Fees following a change in the assessed needs of a Resident or if the Resident or their Representative refuse to sign such amended RAA.

- The Fees, or other sums owed by the Resident to the Home, are repeatedly not paid in full when they are due. If for any reason payments are repeatedly not made by the due dates for payment and the Resident is unable to satisfy the Home's manager that the reason for the non or late payment is temporary and will not continue for more than 1 month, with all arrears being paid in full, the Resident may be required to leave the Home. If so, the Service Provider will give at least 28 days' written notice to the Resident.

- [The Resident becomes eligible, and applies, for public funding. The Home appreciates that there may come a time when a Resident becomes eligible to apply for public funding to pay some or all of the Fees. In the event that:

    - the amount of the public funding is less than the Fees; and
    - the shortfall is not made up on the Resident's behalf,

  the Home reserves the right to require the Resident to leave the Home. The Home will give at least 28 days' written notice but reserves the right to require the Resident to leave on shorter notice if the Home is not satisfied that it will receive the full amount of the Fees for the full notice period.]

- The Home's manager considers that a Resident is not compatible with the Home, for example if the Resident finds it difficult to adhere to the Home's rules. The Home may consider it in the best interests of both the Resident and the Home for the Resident to leave. In this eventuality the Home shall give the Resident at least 28 days' written notice, and the Resident will be required to leave the Home at the end of the notice period.
- The Resident or the Resident's relative,

Representative or visitor exhibits behaviour that the Home considers is persistently unsociable and that seriously affects the well-being of other Residents in the Home. No notice shall be served by the Home without making every effort to resolve the situation which may involve, in the case of the Resident, the Home liaising with the Resident's GP or Social Worker. In this circumstance the Home shall give 28 days' written notice unless urgent action is required to safeguard Residents or staff in which case a shorter notice period may be given which may be as short as 24 hours' notice.

- any term of the Agreement is broken by the Resident;

Before notice to leave is given for any of the above reasons, the Home shall consult with the Resident or Representative and make all reasonable efforts to ensure the Resident or Representative understands the reason(s) why the Home is considering giving notice to leave. All decisions to give notice under these Terms and Conditions will be made by a member of the Home's senior management team. The Home will where possible work with the Resident or Representative to help in finding suitable alternative accommodation.

Other reasons: there may be other reasons why the Home requires a Resident to leave. For example, if the Home is to close for any reason. The Home shall give at least 28 days' notice and the Resident must leave the Home at the end of the notice period.

If a Long Stay Resident is admitted to hospital, the Fees will be still be payable in full for the first two weeks. If a resident stays in hospital for any longer than 2 continuous weeks, the Home may continue to charge the Resident the fees reduced by 10% for the remainder of such stay. The Resident's room will be reserved for the Resident during any such hospital admission. If a Resident stays in hospital for any longer than 6 continuous weeks, the Home may terminate the RAA by giving written notice to the Resident of 28 days in accordance with these Terms and Conditions.

On termination of the RAA, the Resident must vacate the Home and all amounts due to the Home, which have not yet been paid, must be paid on or before the date of termination, in line with these Terms and Conditions.

All personal effects of the Resident must be removed, without cost to the Home, within two weeks of termination and such items will not be held at the Home's risk following termination of the Agreement. The Home reserves the right to have such items stored following termination and shall be entitled to recover the cost to the Home of such storage. Damage caused to the room by the fitting or removal of personal furniture by the Resident or their family will be charged to the Resident or their Representative.

Nursing Care

If a Resident, following assessment, is awarded a 'Funded Nursing Contribution' (FNC) payment, this contribution is in addition to the Fees agreed with the Resident / their Representative. FNC payments are paid by Clinical Commissioning Groups (CCGs) directly to the Home to cover the costs of nursing care and there shall be no reduction in the agreed Fees or right to a rebate by the Resident or their Representative.

The Fees agreed with the Resident / their Representative cover the provision of the items listed under "Services to be Provided" above and do not include the costs of nursing care.

If, following assessment (i.e. not due to hospital admission or death), the FNC payment ceases and the Resident wishes to continue to receive nursing care, the Fees shall be increased accordingly with effect from the date on which the FNC payment ceased.

If a resident is admitted as a Long Stay Resident and subsequently their needs change and the outcome of the reassessment is the award of an FNC payment, this will be added to the Fees to cover the change in needs.

If a resident changes from Private to being funded by a CCG, and changing needs are assessed as meeting the criteria for Continuing Healthcare Funding (CHC), then the Home Manager will meet with the Resident / their Representative to discuss whether the Residents wishes to voluntarily purchase Additional Services under these Terms and Conditions. Additional Services are 'lifestyle choices' and do not form part of the healthcare services funded by the CCG under continuing healthcare arrangements.

In any of the above changes of circumstance, an amended RAA will be signed by the Home and the Resident / their Representative.

Top-up / Third Parties

If the Resident's relevant Local Authority has agreed

to fund the placement in the Home but a Top Up / Third Party contribution is required to meet the Fees set by the Home, this contract is complimentary to, but does not replace, any direct and relevant contracts which the Home has with those bodies.

Some Local Authorities enable the Resident or Representative to make Top Up / Third Party contributions through an arrangement with them.

The Resident or any other Third Party who intends to make the Top Up / Third Party contribution shall sign the RAA confirming their liability for such payments.

The Home has the right to change the level of the Top Up / Third Party contribution as part of the regular review of Fees, where the Resident's needs have changed or where the relevant Local Authority fee has been reduced.

Proof of Funding

Prior to admission, and as a condition of residency, the Resident or their Representative must be able to demonstrate that they have the capability to fund at least 2 years' Fees at the current rate from liquid funds i.e. without the need to dispose of property or other assets. This could be evidenced by bank statements, investment statements or confirmation from an accountant or lawyer. The Home will only accept state funded Residents to the Home if the Local Authority funding is, in the Home's view, at an acceptable level.

Interest on Late Payments

Any amount not paid to the Home on its due date will bear interest from the due date to the date of actual payment at a rate equal to 4% above the base rate set by the Bank of England.

Rights of Residency

Whilst we will always endeavour not to move a Resident to a different room than agreed at admission, it may be necessary if, for example, their needs change and another room is more suitable to meet this change in need or some maintenance or decorating works need to be carried out.

Residency in the Home does not constitute an assured tenancy under the Housing Act 1988 and does not create or infer any right to security of tenure. The Resident will only ever occupy a room as a licensee.

The Home may also relocate a Resident at any time in order to allow it to deliver effective and efficient care services in line with the assessed needs of the Resident.

Any such room transfer would only take place after discussion with the Resident, their family or their Representative, where such discussion is practical. If such a move is unacceptable to the Resident, the Resident has the right to terminate this Agreement in line with the normal contractual notice period. The Resident recognises by entering into this agreement that the Home shall have, and needs, full, free and unrestricted access to the room in order to provide the services referred to in this agreement.

Insurance / Personal Items

The Resident agrees to be responsible for insuring the full replacement value of their personal belongings. This includes (but is not limited to) jewelry, hearing aids, electrical equipment and glasses and the details of any items with a value in excess of £1,000 must be notified to the Home Manager in writing on the resident's admission to the Home.

Whilst the Home seeks to provide a secure environment it shall not in any way be responsible for cash, credit cards, cheques, certificates, bonds, deeds, documents or personal effects of the Resident unless the Home has been negligent, fraudulent or breached this agreement in respect of the Resident's belongings.

Such items as furniture and other items, as notified and agreed by the Home Manager, may be brought into the Home for the use of the Resident on the condition that such items must not constitute a fire hazard, health and safety risk, nor disturb the peaceful enjoyment of the Home by other Residents and staff. All electrical items will be PAT tested by the Home's authorised service personnel on an annual basis, at the cost of the Home. If such items fail the test they must not be used. Use of such items may be delayed upon admission until PAT testing can be carried out. Should you require insurance for specific items please ensure suitable arrangements are made.

Delivery and removal of such items shall be at the cost of the Resident or their Representative.

Laundry

All items of clothing brought into the Home should be machine washable, and suitable for tumble

drying where possible. Dry cleaning of any items will be at the cost of the Resident or their Representative, and the Resident or their Representative will make the arrangements.

The Home agrees to provide a laundry service for Resident clothing, providing it is machine washable. The Home shall not be held responsible for items of clothing damaged in the normal process of laundering, unless it has been negligent.

Resident's (except for Respite Residents) clothes will be labelled by the staff at the Home in order to minimise the risk of clothes becoming lost property. Respite Residents attending the Home will need to bring labelled clothing into the Home.

When family or friends bring in clothing gifts for the Resident, or the Resident purchases new clothing themselves, the team at the Home must be made aware so that the new items can be labelled straight away.

Gifts and the signing of Legal Documents

Staff are not permitted to accept gifts individually from Residents or to sign as a witness any legal documentation which relates to a Resident. Where gifts are given by the Resident to the Home or the Home's employees or staff on a group basis, this should be handed to the Home Manager and the item will be logged in the Gifts Register.

Staff and volunteers are not permitted to act as witness, executor, trustee or attorney to a Resident's will (or any other document which might be construed as a will), or to witness any legal documents concerning a Resident's personal or financial arrangement, for example, Lasting Power of Attorney or Advanced Directives. Staff and volunteers are also not permitted to offer any advice or assistance to a Resident or their representative in connection with their Will or other legal matters. The Home may, if requested, use reasonable endeavours to identify professional advisors such as financial or legal advisors or medical practitioners to assist the Resident in their personal affairs.

The Home will have no liability and will not be responsible for any advice or action taken by any such professional advisor unless due to any act of neglect or default on the part of the Home or its agents, or any employee of the Home.

Use of Recording Devices

The lawful use of cameras or other recording devices in Resident bedrooms is only permitted in exceptional circumstances and only, provided such use is authorised in writing by the Home Manager in order to notify the data controller to ensure all legal requirements are followed.

Cameras sited for the purpose of covert monitoring cannot be used in areas which are reasonably expected to be private, for example toilets. Cameras or other recording devices must not record areas other than the relevant Resident's bedroom, or be active whilst personal care is being provided. Permission will not be unreasonably withheld, although Oakland Care views this as a potential lack of trust in our ability to deliver safe and dignified care for our residents and would actively encourage people to talk to us about any concerns they have in order that we can work to resolve these.

In the event that secret cameras are identified to be in use in a Residents room without the necessary permissions they will be deactivated until the correct permissions and protocols are in place.

Policy on Smoking

Smoking in the Home is only allowed in the designated areas, which are outside of the Home. This policy is to ensure the comfort and safety of all our Residents.

Parking

The Home offers limited onsite parking for visitors and Residents. Parking is at the owner's risk and the Home can accept no responsibility for damage to vehicles parked at the Home.

Notices

Any notice or other information required or permitted to be given by either party under this Agreement shall be deemed to have been validly given if served personally upon that party, sent by recorded delivery post or transmitted by email to the email address of the other party as noted on the RAA. Where the Resident is not responsible for the payment of Fees, the notice must in addition be hand delivered, sent or transmitted to the person undertaking responsibility to pay the fees in respect of the Resident under the RAA. Any notice sent by post will be deemed to be received by the other party within 48 hours after the date of posting. Any notice transmitted by email will be deemed to be received by the other party within 24 hours after the date of transmission.

Limitation of Liability

The Home shall not be responsible for the

Resident once they are outside the Home if the Resident is not accompanied by a member of staff of the Home, unless the Home has been negligent or has breached any duty it may owe to the Resident (either arising under this agreement or by virtue of any other duty imposed or implied by law).

The Home shall not be liable if there is any interruption to the services, where the interruption arises due to events beyond the reasonable control of the Home, unless the Home has been negligent or has breached any duty it may owe to the Resident (either arising under this agreement or by virtue of any other duty imposed or implied by law).

Nothing in these Terms and Conditions shall exclude or limit liability for death or personal injury resulting from the negligence of any party or their servants, agents or employees.

The Home shall not be liable to any Resident or Representative for any indirect, consequential or special damages arising out of, or in connection with, any Resident's stay or the Terms and Conditions contained in this agreement.

Equal Opportunities

The Home fully supports equal opportunities for both staff and Residents and there will be no discrimination on the grounds of age, sex, religion, culture, marital status, nationality or disability to the quality of service offered.

Data Protection

In order to provide health and social care to Residents and to fulfil our contracts with them, or their representative, we need to hold certain records which may contain personal data. We are committed to using this data in a compliant manner in line with the General Data Protection Regulations 2018. Please see our Fair Processing Notice for full details.

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