



OAKLAND

— CARE —

*Live. Love and Be Loved*

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Resident Admission

General Terms &  
Conditions

## TERMS & CONDITIONS OF RESIDENCY

These terms and conditions are between Hastings Court Limited, a company registered in England and Wales (company number 05980520) ("**Oakland**", "**Us**", "**We**") and the Resident (as defined in the Resident Admission Agreement "**RAA**") ("**You**", "**Resident**").

### 1 About This Document

This document is important as, together with the RAA, it is Your contract with Us. 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 very important 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.

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.

### 2 Variation of These Terms and Conditions

These Terms and Conditions may be amended from time to time by Us to reflect changing circumstances and operational requirements affecting the Home. We may need to amend these Terms and Conditions without the consent of the Resident or their Representative where this is required to give effect to new laws, regulations, guidance or standards that apply to Oakland or to the Home.

We 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.

### 3 Important Information for Representatives of Residents

Sometimes Residents do not wish to, or are not capable of, making decisions about their affairs, and they may have chosen to appoint a **Lasting or Enduring Power of Attorney** who has the formal and legal authority to manage their financial affairs, and/or make decisions about their health and welfare. Similarly, a Resident may

also have a **Property and Affairs Deputy** appointed by the Court of Protection, or a validly appointed **Receiver**. We refer to each of these persons as a "**Representative**" of the Resident.

If You are the Representative of a Resident who has the formal and legal authority to manage the financial affairs of a Resident, and You 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. It is the Representatives' responsibility to ensure that their appointment remains valid for the duration of the Resident's stay (for example by registering an unregistered enduring power of attorney at the time it becomes registrable). The Representative shall be responsible for arranging payment of the Fees under these Terms and Conditions.

### 4 Guarantor

Sometimes a family member or friend of the Resident agrees to act as their "**Guarantor**". This is someone who agrees to meet the Resident's Fees using their own money, should the Resident (or their Representative) become unable to pay the Fees using the Resident's funds. If a Guarantor is appointed, they will enter into a separate contract with Us.

### 5 Fees

Fees due 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, We require that the RAA is signed by a Representative who, by signing, confirms that the Resident 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** pursuant upon the power granted to them as the Resident's Representative. Unless otherwise stated, the contents of this document apply regardless of whether the Resident is at the Home for a short term stay, or long term stay.

### 6 Deposit for Long Term Admissions

#### Private Residents

Prior to admission, a deposit equal to four weeks of Fees is required to be paid by the Resident. This deposit is held to protect Us against the risk of non-payment, or late 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 the final payment for Fees will be returned to the Resident 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:

- We will be entitled to receive a final payment equivalent to three (3) day's Fees (or less if the Resident's room is emptied of possessions within the three day period) from the estate of the deceased Resident. This payment will be due by the Resident (or the Resident's Guarantor, if applicable).
- If Resident's room has not been emptied of possessions within the initial three (3) day period, We 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.
- The final payment is to be paid to Oakland in addition to any outstanding Fees and charges for Additional Services as set out in these Terms and Conditions.

## Continuing Healthcare Residents

A deposit is not required from the local Clinical Commissioning Group ("CCG"). We shall agree 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.

## 7 Resident's possessions

Following the death or departure of a Resident, the Representatives and family members of the deceased or departed Resident will be provided with access to the room previously occupied by the Resident for the purpose of collecting any personal belongings.

- Where the personal effects of a 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, We will contact the Resident's family, executor or Representative. If We receive no response, and the personal effects are not removed We reserve the right to clear the room in question without any further notice and hold the items for safekeeping. We may charge a reasonable fee for holding the items.

- Where the personal effects of a Resident have not been collected within six (6) months of the Resident's death or departure, and We received no response from the Resident's family, executor, or Representative, We will appoint a third party to sell, or dispose of such personal items. We shall retain any reasonable expenses incurred during the disposal of such items (which shall include paying the third party for their appraisal and disposal services, where necessary) and donate the remainder of funds to a charitable body or cause of Our choosing.
- If the Representatives of a deceased or departed Resident so request, We may at Our discretion store for a few days the personal effects of the Resident in the room that the Resident previously occupied, after the expiration of ten (10) days following the death of the Resident. If We agree to such a request, We may charge a reasonable fee to continue to make the room available to the Representatives of the Resident.
- Whilst the Representatives of any deceased or departed Resident will, for a maximum period of ten (10) days, have access to the room previously occupied by the Resident for the purpose of collecting any personal belongings, this access will be granted on the understanding that We will also have access to the same room for the purposes of refurbishment and for viewing by prospective new occupants.

## 8 Services to be Provided (included in weekly Fees)

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 areas 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 Us;
- nurse call systems, and other monitoring systems, as required;
- a full review of care after six (6) weeks and, subsequently, every 12 months with all relevant parties invited;

It is important to note that We will not reimburse any Fees for any Services not taken by the Resident (for example, if the Resident chooses not to visit the hairdresser).

## 9 Additional Services (excluded from weekly Fees)

Some services We can provide are not included within our weekly Fees. These are referred to as "**Additional Services**".

Every time a Resident or the Representative requests Additional Services to be provided, the Home will advise of the cost of such proposed Additional Services in advance.

- If the Additional Services are provided by Us, We will provide these costs in advance.
- If the Additional Services are provided by a third-party company, We will charge the Resident the costs the third-party company charges Us.

If the Resident or their Representative has reviewed the proposed cost, and is happy to proceed with the Additional Services, the Home will organise the Additional Services to be provided.

We shall raise a monthly invoice for any Additional Services requested by a Resident.

### Visits outside the Home

Where the Resident requires Our support to attend planned visits outside the Home, not organised by Us, such services shall be deemed to be Additional Services.

For example, where a Resident wishes to attend a relative's wedding and a member of care staff is needed to escort the Resident; or where the Resident has an offsite appointment at a hospital outpatient clinic or a dental appointment and requires a member of care staff to accompany them.

Visits outside the Home shall be charged on an hourly rate:

- if staff employed by Us accompanies the Resident, the hourly rate shall be the staff member's relevant hourly rate, which shall be provided by the Home;
- if staff member employed by a third-party company accompanies the Resident, the hourly rate shall be the cost the third-party company charges Us.

### Other Additional Services

Other Additional Services include services 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 services;
- 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.

## 10 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.

## 11 Short Stay Residents ("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 Respite Resident is at the Home. For example, if a Respite Resident is admitted at 4.00pm on Monday and leaves on Thursday at 9.00am the Respite 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 Respite Resident is disadvantageous to the safety or well-being of other Residents and/or staff. Any Fees for the period after the Respite Resident leaves the Home will be refunded within 28 days to the Resident, the Respite Resident's estate or the Guarantor (dependent on the identity of the payer under the RAA).

### Hospital stays for Respite Residents

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 (2) 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 Respite Resident's room will be reserved for the Respite Resident during any such hospital admission.

The Respite Resident will be entitled to reside in the Home for the full period of the short stay (maximum six (6) weeks duration) stated on the RAA. The Respite Resident must vacate the Home at the end of that period unless, at the end of the period, the Home and the Respite Resident (or their Representative) agree to convert the respite 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.

## 12 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. On or before 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 Direct Debit only, as indicated in the previous paragraph. If a Direct Debit payable to the Home has not been instructed before the Fees are due, an additional £25 (twenty five pounds sterling) administration fee will be charged in addition to the Fees on each occasion when Fees are late or unpaid.

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.

## 13 Fee Increase

The Home will review the Fees in accordance with this Section. 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 contributions where the placement is funded by a Local Authority. The increase will take effect on the date notified unless, before that date, you give us 28 days' notice to end this agreement.

### Annual Review

The Home will review the Fees on an annual basis (in February each year) in line with the average of the percentage changes in:

1. the Retail Prices Index ("RPI") 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
2. changes 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;
3. an amount to reflect the increase in sector specific costs in the prior calendar year, using relevant and objective benchmarking data as produced annually,

for example, by Knight Frank;

4. 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 (for example, where a regulator imposes new minimum staffing requirements for the Home)

For example, where Your weekly rate is £1,000, the percentage increase in RPI is 5% and the percentage increase in NLW is 4%, the weekly rate would increase by 4.5% to £1,045 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 10% to £1,095 a week.

### Other Increases

Exceptionally, major changes to inflation may significantly increase the Home's costs in providing their services. If the Consumer Price Index including housing costs "CPIH" exceeds 10%, the Home may review the Fees in accordance with this percentage increase. Any such increase will only be applied at least 6 months after any previous adjustment to fees (by Annual Review or otherwise).

## 15 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, as it is important that they are able to decide if it is the right Home for them.

## 16 Agreement for Long Stay Residents

The first four (4) weeks of residence in the Home is regarded as a trial period and Oakland or the Resident or their Representative can terminate the RAA during this period by written notice of at least two (2) weeks. We may terminate the RAA during the trial period if any of the below circumstances occur.

Following the trial period, the RAA can be terminated by 28 days' written notice by the Resident or their Representative to Us or by Us to the Resident or 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 until We occupy for the room to be occupied by another resident. If possessions are left in the room on departure, Section 7 – Residents Possessions will apply.

We may terminate the RAA on the time periods above, 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, We will give at least 28 days' written notice to the Resident. We reserve the right to require the Resident to leave on shorter notice (subject to a minimum of 24 hours) if the circumstances require (e.g. if urgent action is needed to safeguard Residents or staff).

- We are 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 Us, are not paid in full when they are due, or if there are significant amounts of Fees outstanding. If for any reason payments are 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 one (1) month, with all arrears being paid in full, the Resident may be required to leave the Home. If so, We will give at least 28 days' written notice to the Resident or their Representative.
- 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.

We reserve the right to require the Resident to leave the Home. We will give at least 28 days' written notice but reserve the right to require the Resident to leave on shorter notice (subject to a minimum of seven (7) days) if We are not satisfied that We 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 or presents a continuing risk of harm and/or distress to other residents or staff or is such that it has an impact on the Home's ability to care for other residents. In this case, We may consider it in the best interests of both the Resident and the Home for the Resident to leave. In this eventuality We 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 presents a continuing risk to staff and/or other residents (for example the Resident displaying persistently unsociable behaviour that (1) seriously affects the well-being of other Residents in the Home; and/or (2) means the Home is unable to meet the

Resident's care needs or to ensure the Resident's safety), We shall in the first instance exercise all reasonable endeavours to implement alternative measures to mitigate that risk, including the relocation of that Resident within the Home. We shall make 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. If We consider that it is not possible to mitigate the risk posed by a Resident to the extent reasonably necessary, We may terminate the residency agreement, subject to giving 28 days' written notice to the Resident or their Representative, unless urgent action is required to safeguard the Resident, other residents at the Home, or staff in which case a shorter notice period (subject to a minimum of 24 hours) may apply.

Before notice to leave is given for any of the above reasons, We 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. We will where possible work with the Resident or Representative to help in finding suitable alternative accommodation.

If the Home is due to close, We shall provide the Resident with at least 28 days' notice of the planned closure. We will work with the Resident and their Representative to help find suitable alternative situation.

If a Long Stay Resident is admitted to hospital, the Fees will still be payable in full for the first two (2) weeks. If a Resident stays in hospital for any longer than two (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 six (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 remove all personal effects, 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.

If the Resident's room has not been emptied of possessions by the termination date, We 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 departed Resident have not been cleared from the room they previously occupied. Where personal effects have not been cleared from the room within 10 days of termination, the process

in Section 7 – Resident's possessions shall apply.

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.

## 17 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 or 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 or 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 Resident shall meet the cost of the nursing care personally. The Resident's Fees shall be increased by the value of the FNC payment specified on the RAA, 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 or 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 or their Representative.

## 18 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.

## 19 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 two (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.

## 20 Interest on Late Payments

Any amount not paid to Us by 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.

## 21 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:

- the Resident's needs change, and another room is more suitable to meet this change in need (for example, if the Resident's mobility changes, a ground floor room that is wheelchair accessible may be more appropriate); or
- maintenance or decorating works need carried out to the room; or
- relocation would allow the Home to deliver more effective and efficient care services in line with the assessed needs of the Resident.

We will give notice to the Resident and their Representative of the proposed change of room at least seven (7) days in advance, and always make all reasonable efforts to ensure the Resident or Representative understands the reason(s) why the change of room is proposed. We reserve the right to change a Resident's room on shorter notice if the circumstances require (e.g. if urgent action is needed to safeguard Residents or staff).

If such a proposed 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 We shall have, and need, full, free and unrestricted access to the room in order to provide the services referred to in this agreement.

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.

## 22 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) jewellery, hearing aids, electrical equipment, and glasses. In addition, 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.

## 23 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.

The 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.

## 24 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.

We 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.

## 25 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 We view 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 Resident's room without the necessary permissions they will be deactivated until the correct permissions and protocols are in place.

## 26 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.

## 27 Parking

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

## 28 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 (for example, a Guarantor). 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.

## 29 Limitation of Liability

We 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 We have been negligent or have 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).

We shall not be liable if there is any interruption to the services, where the interruption arises due to events beyond Our reasonable control, unless We have been negligent or have 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.

We 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.

### 30 Legal Jurisdiction

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.

### 31 Equal Opportunities

We fully support equal opportunities for both staff and Residents and there will be no discrimination on the grounds of age, sex, sexual orientation, gender identity, religion, culture, marital status, nationality or disability to the quality of service offered.

### 32 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 Data Protection Act 2018 and UK General Data Protection Regulation. Please see Our Fair Processing Notice for full details.

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