



## Resident Contract



This contract is made on the ..... day of ..... 20 ..... between

St Catherine's Care Homes Limited trading as Autograph Care Group, Address:

.....

..... (**Autograph Care Group, Us, We or Our**)

and (Name in full):

.....

of (Address in full):

.....

..... and telephone  
number: .....(**You or the Resident**)

and (Name in full):

.....

of (Address in full)

.....

..... and telephone number:  
..... (**Your Representative**)

This contract contains the conditions of your residence at the Home (as set out below) and your acceptance of those conditions. It sets out our obligations to you and your obligations to us and details of the policies and procedures that will apply to your stay. Please note that if your needs change these details may need to be reviewed and a new or updated contract may be required.

We have agreed to offer you a room at the following Home:	
The Home Manager is (or such other person as notified to you from time to time):	
The date from which you are entitled to move your belongings in and to occupy the room and therefore the date from which you will be paying the agreed weekly charge is:	
Your room number:	
<p>If your stay is for short term care or respite the agreed period of your stay is:</p> <p>If you and we agree that you will stay beyond these dates, your stay will be extended and will now end on:</p>	<p>From:</p> <p>To:</p> <p>Extended to:</p>
<p>If on admission you are eligible for a 12 week property disregard, the date when you will become solely responsible for paying the full agreed weekly charge and the date that the 12 week period will end is:</p> <p>Funding arrangements will be outlined in a letter that accompanies this contract.</p>	
The weekly charge that you have agreed to pay is:	£                      per week
And you will make an initial payment prior to admission of:	£
To cover the period to:	
From that date onwards you have agreed to pay in advance by monthly standing order or direct debit, the sum of (we will provide regular invoices to confirm the charges due under the contract):	£                      per month
As part of your stay, the following amounts per week will be payable by a party other than you:	
Continuing Healthcare Funding (CHC):	£
	£

Local Authority Funding:	£
Personal or Third Party Top Up:	
The total weekly amount payable (i.e. the total amount payable by you and third parties) ( <b>Fees</b> ) is:	£

## 1. Terms and Conditions of Contract

You should read this contract 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 commencing your residency with us. This document sets out our general terms and conditions that will apply if you decide to move into the Home.

This contract is governed by, and interpreted, in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

The Home is registered to provide care for those Residents whose needs are defined by the categories of registration granted to us by the Care Quality Commission (**CQC**) and those Residents whose care needs fall outside the categories of registration but for whom the CQC has granted a “Variation” or waiver.

The terms in this contract are intended to satisfy the recommendations of the Competition and Markets Authority’s “UK care home providers for older people – advice on consumer law (CMA96)” guide.

Prior to entering into this contract, the Home Manager will have assessed your care needs and confirmed that the Home has the necessary skills and resources to provide the level of care needed and that your needs fall within the CQC registration categories of the Home as referenced above. In the case of an emergency admission the assessment of a qualified healthcare professional will be accepted, but conditional upon the Home Manager’s assessment within 5 working days of admission.

We undertake to provide the care services set out in your care plan in line with the Care Standards Act and Regulations (**Care Plan**).

## 2. Fees

### 2.1 How are Fees charged?

Fees due under this contract are payable by you or your nominated Representative and you accept full liability to make any payments. Fees are payable monthly in advance on the first day of each month by standing order or direct debit. Invoices will be issued to you or your Representative monthly in advance for the Fees for the following month. Fees are calculated by reference to a weekly rate.

If you enter the Home part way through the month, we will issue an ‘initial invoice’ based on the equivalent weekly rate, which will be pro-rated for the number of days to the end of the month from when your stay started.

It is important that you keep us updated about your ability to continue to pay the Fees – if your financial position and your ability to pay the Fees changes, you or your Representative should speak to the Home Manager as soon as possible.

In any event, you must notify the Home Manager when you have less than 6 months of funding to pay the Fees.

If you are unable to sign this Contract, a Representative can sign on your behalf. A Representative will be liable for your Fees and any additional charges.

## **2.2 What do the Fees cover?**

The Fees cover:

- full board and accommodation in a room for your exclusive use or a shared room. The facilities provided will be discussed and agreed with you before you make a decision to stay in the Home but include heat, light, water, communal facilities, furniture, linen, equipment, maintenance, and all taxes and costs of statutory services. The level of Fees is dependent in part on whether the room is en-suite. The room is provided with all furniture and a TV but, if you prefer, you can bring small items of your own furniture and small appliances provided they comply with the relevant fire and health and safety regulations, and are agreed with the Home Manager in advance;
- if the room is not en-suite, access to a bathroom will be shared;
- a choice of meals, plus snacks and drinks. We will also cater for most special dietary requirements by arrangement with the Home Manager;
- full use of all the communal lounges, dining rooms and bathrooms;
- the opportunity to join in with activities run by the Home and the use of recreational facilities, (some activities or excursions may have a separate charge);
- assistance with washing, bathing, medication and other personal care services;
- appropriate staffing levels to support your assessed needs 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);
- mobility issues requiring support, including the use of wheelchairs, hoists and standing aids etc;
- nurse call systems, and other monitoring systems, as required; and

- the initial assessment of your needs and the production of a comprehensive Individual Care Plan. Your care plan will be reviewed and discussed with you (and your Representative, if you wish) periodically or if circumstances require and any changes will be discussed with you. There will be a full review of your care plan at least every 12 months, with all relevant parties invited.

## 2.3

### **What is not included in the Fees?**

The Fees do not cover the following costs which will be charged in addition to the Fees:

- personal toiletries and cosmetics;
- replacement batteries and repairs to personal property;
- clothing (including shoes, slippers, nightwear, and underwear) or outings for clothes shopping;
- private health services;
- haircuts, trims and shampoos provided by a visiting hairdresser;
- dry cleaning;
- any item purchased which should otherwise be provided free, or subsidised by the NHS, including but not limited to continence pads, spectacles, hearing aids, dentures, prostheses;
- chiropody;
- maintenance of personal effects;
- luxury items;
- continence support and products;
- items for exclusive personal use such as newspapers or magazines;
- radio or private telephone in the Resident's room;
- holidays and outings involving transport;
- meals with family;
- occasional shopping (such as Christmas and birthdays) and postage;
- special social events such as private parties and shows; and

- escort duty and travel expenses to external appointments (including outpatients).

We can purchase some of these items on your behalf, subject to being reimbursed by you or your Representative. Any extras you purchase from us will be invoiced for separately and we will notify you of the cost of these goods and services upfront.

Where you specifically request anything additional to what we would normally provide, you will be responsible for any costs incurred in purchasing those provisions on your behalf and we will invoice you accordingly once the costs are agreed.

In the case of a part of the Fees being paid by an insurance company, trust, other organisation or third party, we can invoice the Fees separately as agreed with you, but payment of the Fees will remain your responsibility.

Any amount due under this contract that is not paid by you on its due date will bear interest from the due date to the date of actual payment at a rate equal to our bank's base rate.

## **2.4 Top-up / Third Party Contributions**

If your Local Authority has agreed to fund your placement with us but a Top Up/Third Party contribution is required to meet the Fees set by us, this contract is complimentary to, but does not replace, any direct and relevant agreements that we have with those bodies. You or any other Third Party (usually your Representative) who intends to make the Top Up/Third Party contribution shall sign this contract confirming their liability for any payments.

We reserve the right to change the level of the Top Up/Third Party contribution as part of the annual review of Fees outlined in this contract, where your needs have changed or where the relevant Local Authority fee has been reduced.

Where you are unable to maintain a Top Up/Third Party contribution, we may consult with you and your Representative regarding moving to a room at a rate that is more sustainable for your funding capability.

## **2.5 Guarantors (if applicable)**

You will not be required to provide a Guarantor if you have demonstrated your ability to pay the Fees to our reasonable satisfaction.

If a Guarantor is required, the Guarantor agrees to pay your Fees and any other amounts you may owe to us in the event that you do not pay them on time or if you cease to be in direct control of your finances. Your Guarantor must enter into the Deed of Guarantee appended to this document.

Your Guarantor is jointly and severally liable with you for the payment of the Fees and any other amounts you may owe to the Autograph Care Group for the duration of this contract. If you require a change of Guarantor please contact your Home Manager.

## **3. Ending your stay with us**

Subject to the trial period (outlined below at paragraph 6) and any rights to end this contract arising from a proposed change to our terms (outlined below at paragraph 5), you or your Representative may end this contract:

- a) If you give us a minimum of 4 weeks' notice, in writing, of your intention to leave; or
- b) in the event of your passing away where your belongings are cleared from your room within 10 days thereafter.

Subject to the trial period (outlined below at paragraph 6), we may end this contract and bring your stay at the Home to an end in any of the following scenarios:

- 1. we provide you with a minimum of one month's notice, in writing;
- 2. our CQC registration is cancelled;
- 3. there is any act of violence by you against staff, other residents, or visitors;
- 4. there is any type of abuse, persistent drunkenness, drug abuse, or other anti-social behaviour by you that we perceive, in our reasonable view, is detrimental to others;
- 5. there is any act by you that is prejudicial to our operation of the Home;
- 6. you do not pay, or underpay, your Fees;
- 7. your needs fall outside of our CQC registration categories for the Home;
- 8. we are unable to continue to meet your care needs at the Home;
- 9. you breach any of the material terms of this contract; or
- 10. in the event of your passing away where your belongings are cleared from your room within 10 days thereafter.

In the case of a situation arising which falls under any of the scenarios set out at 3, 4 or 5 above, we will endeavour to act reasonably given the circumstances, your situation and your Care Plan.

Apart for scenario 1 where notice is mandatory, we will endeavour to give one month's notice in writing in all other scenarios but reserve the right to end your stay with immediate effect in exceptional circumstances.

Your personal effects must be removed from the Home, at no expense to us, within 10 days of the end of your stay. These items will be held at your risk, not ours, during this period. We reserve the right to have such items stored following the end of your stay and shall be entitled to recover the cost of such storage from you. Any items will be stored for a maximum of 3 months from the date your stay ends – any items which have not been collected within 3 months will be donated to charity or otherwise disposed of. Damage caused to the room by the fitting or removal of personal furniture by you, your Representative, visitors or family will be charged to you. This may include the cost of redecorating the room where reasonably incurred.

#### **4. Payment arrangements at the end of your stay**

At the end of your stay we will provide a Statement of Account. If this shows that there has been an overpayment of any Fees or charges, we will refund the amount of the overpayment to you or your Representative to the account nominated by you within 30 days by direct bank transfer. Alternatively, if the statement shows an outstanding amount due to us in respect of any charges, the outstanding amount will be payable within 30 days of when we provide you with the statement.



Where either party ends your stay by giving notice, or where you give inadequate notice or no notice at all, Fees are payable until the end of what would have been the one month notice period. If we give notice, Fees shall only be payable up to and including the last day of your stay in the Home.

If your passing away is the reason for the end of this contract, Fees will be payable until the later of 3 days following the date you pass away or when the room is cleared of personal belongings (being no later than 10 days following the date of your passing). If, however, a new resident occupies the room within that period, Fees shall only be payable until the commencement of their occupation.

## **5. Changes to our contract**

We shall be entitled to make modifications to this document to reflect new health and safety laws or sector regulations, where there is a change to your Care Plan or to improve the service that we provide to you. In all cases, we will consult with you or your Representative about proposed changes and provide 30 days' notice before any modification takes effect. If either of you object to any of our proposals, you have the right to end your stay without penalty before the expiry of such notice.

Fees are reviewed on an annual basis with any increase applied from 1<sup>st</sup> April. 30 days' notice in writing will be given of a change in Fees. The annual review is based on a combination of the following:

- Increases in the Retail Price Index rate of inflation;
- changes in the Average Weekly Earnings index and the National Living Wage rate;
- any increase in costs incurred as a result of changes in legislation.

Nothing in this contract shall stop us increasing Fees if there is an unforeseen material increase in the cost of delivery of the service, for example, as a result of a change in legislation affecting the cost of care. Your Fees may also be reviewed (upwards or downwards) if there is a significant change in the level of care provided.

Your care and dependency needs will be assessed before you come to live in the home and your Fees will be based on your needs at that time. Your care will be regularly reviewed with you and your Representative throughout your stay with us. If your care needs change and you need additional support (or less support), then the cost of your care will be reviewed, and any changes to your Fees will be made in discussion with you and your Representative. You will be given one month's notice, in writing, of any such changes.

We reserve the right to transfer or assign this contract to another company or group company or person becoming the owner of the Home.

## **6. Trial Period**

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

The first four weeks following admission are treated as a trial period. During this period, either of us may end your stay by giving the other 7 days' notice in writing. We may end your stay during this period if it becomes clear that we cannot provide you with the level of care that your needs require. Any Fees that you have paid for any period beyond the expiry of the notice period (or the date of your departure, if later) will be refunded to you. Where you leave the home before the end of the notice period and we are able to re-

allocate your room to someone else before that period expires, we will refund any payments that you have made for the period following re-allocation.

## **7. Temporary Absence**

If you are away from the Home (for example, because of a prearranged holiday or because you are hospitalised) your room will initially be reserved for your return.

During the first week of being away, the Fees will continue to be payable in full. After that, the Fees will be reduced by 20%.

If you are away from the Home for a continuous period of 6 weeks, we will consult with you and your Representative to seek agreement regarding the further retention of the room.

Where you are admitted to hospital, you may require re-assessment before returning to the Home in order to ensure that we can still meet your needs.

## **8. Continuing Healthcare Funding**

If you change from private funding to being funded by a CCG during your stay with us, and changing needs are assessed as meeting the criteria for CHC, then we will meet with you / your Representative in order to sign an amended version of this contract.

## **9. Rights during your stay**

Whilst we will always try not to move you to a different room than agreed when you first came to the Home, it may be necessary if, for example, your 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. Your stay at 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. You will only ever occupy a room as a licensee. We may also relocate you at any time in order to allow us to deliver effective and efficient care services in line with your assessed needs in the Care Plan. Such relocation would only take place after discussion with you, your family or your Representative and where practical to do so. If such a move is unacceptable to you, you may exercise your right to end your stay with 4 weeks' written notice to us.

You agree by entering into this contract that we shall have, and need, full, free and unrestricted access to the room in order to provide our services to you.

## **10. Commendations and Complaints**

We are happy to pass on to staff expressions of appreciation of good care practice, since this helps to maintain staff job satisfaction and morale so please feel free to pass these on to the Home Manager.

If occasion should occur where a complaint or query arises, you should refer to our written complaints procedure, a copy of which is available at the Home or on request and is in the Resident Handbook.

## **11. Insurance and Personal Items**

You agree to be responsible for insuring the full replacement value of your personal belongings. This includes (but is not limited to) jewellery, hearing aids, electrical equipment and glasses and the details of any items

with a value in excess of £350 must be notified to the Home Manager in writing on your admission to the Home.

We maintain insurance cover in accordance with the requirements of the Care Homes Act 2000 in respect of Public Liability and Employer Liability. The extent of cover of the insurance policies held by the Home are more fully described in the Resident Handbook. Whilst we seek to provide a secure environment, we shall not in any way be responsible for your cash, credit cards, cheques, certificates, bonds, deeds, documents or personal effects unless we have been negligent, fraudulent or breached this contract in respect of your belongings. Any of your personal monies that we hold will only ever be as a trustee.

Small items of furniture and other items, as notified and agreed by the Home Manager, may be brought into the Home for your use 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 our authorised service personnel on an annual basis and must be PAT tested before initial use by you in 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 that you make your own suitable arrangements.

Delivery and removal of such items shall be at your cost or that of your Representative.

## **12. 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 your cost or that of your Representative, and you or your Representative will be required to make the arrangements.

We agree to provide a laundry service for your clothing, providing it is machine washable. We shall not be held responsible for items of clothing damaged in the normal process of laundering, unless we have been negligent. Please note that we often have to wash clothing at high temperatures, to reduce the risk of passing on infections, so please try to ensure that your clothes will not be easily damaged by being hot washed.

You should bring labelled clothing into the Home in order to minimise the risk of clothes becoming lost property.

When family or friends bring in clothing gifts for you, or you purchase new clothing personally, our team must be made aware so that the new items can be labelled.

## **13. Gifts and the Signing of Legal Documents**

Staff are not permitted to accept gifts individually from you. If you wish to give a gift to the Home or to the 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 your will (or any other document which might be construed as a will), or to witness any legal documents concerning your personal or financial arrangements, for example, Lasting Power of Attorney or Advanced Directives. Staff and volunteers are also not permitted to offer any advice or assistance to you or your Representative in connection with your will or other legal matters. We may, if requested, use reasonable endeavours to identify

professional advisors such as financial or legal advisors or medical practitioners to assist you in your personal affairs.

We shall not be legally responsible for any advice or action taken by any such professional advisor unless due to any act of neglect or default on our part or that of our agents or employees.

#### **14. Smoking**

Smoking in the Home is not permitted – there are designated smoking areas outside of the Home. This policy is to ensure the comfort and safety of all our residents.

#### **15. Parking**

Where parking at the Home is offered for you and your visitors, it is limited. Parking is at the owner's risk and we accept no responsibility for damage to vehicles parked at the Home.

#### **16. Notices**

Any notice or other information required or permitted to be given by either party under this contract shall be accepted as validly given if served personally upon that party or sent by recorded delivery post. Where you are not responsible for the payment of Fees, the notice must in addition be sent or hand delivered to the person undertaking responsibility to pay the Fees under this contract. Any notice sent by post will be treated as received by the other party within 48 hours after the date of posting.

#### **17. Our responsibility to you**

We shall not be responsible for you once outside the Home if you are not accompanied by a member of staff, unless we have been negligent or have breached any duty owed to you under this contract or by law.

We shall not be legally responsible 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 owed to you under this contract or by law.

Nothing in this contract shall exclude or limit our legal responsibility for death or personal injury resulting from the negligence of any party or their servants, agents or employees.

We shall not be legally responsible to you or your Representative for any indirect, consequential or special damages arising out of, or in connection with, your stay or this contract.

#### **18. Data Protection**

##### **18.1 Our obligations**

Data protection laws require us to ensure that any personal information we collect, process and hold is accurate and secure. The GDPR classifies health data as special category data and as a result we have to ensure that only those with justifiable access to data are allowed access. Information is held as a requirement of the Care Quality Commission (CQC).

In line with our legal obligations, we have appointed a Data Protection Officer to advise us on the requirements of applicable Data Protection laws and to monitor our compliance with those requirements. We are obliged to securely retain healthcare records for a period of eight years after the last entry and your contact details and finance records for a period of seven years. After this time records will be securely destroyed in line with our data retention policy.

If you would like to see the records that we hold on you, you or your Representative should contact the Home Manager in the first instance. Such disclosure will be in accordance with legislation, your, your Representative's or your power of attorney's instructions, or as directed by a judicial authority. In all other respects such information will be kept confidential.

## **18.2 Use of your data**

We collect, process and hold personal information in order to provide you with an appropriate level of personal care. In signing this contract you agree to the collection and holding of this information in accordance with all applicable Data Protection laws and give your permission for us to use photographs for the purposes of inclusion in documents including, but not limited to, Care Plans, medical administration records, room identification and our personal folders relating to you.

## **18.3 Use of Representative data**

We do not hold any Representative personal data other than name, address, telephone numbers and email address and, if a power of attorney, a copy of the LPA. The information we hold will allow us to contact the Representative as the named Representative(s) for a resident, in connection with their care whilst they reside with us. We will not contact Representatives for marketing purposes nor forward their details on unless this relates to other healthcare professionals who may need to contact you about the resident.

## **19. Important Information for Representatives**

If you are the Representative of a Resident and sign this contract on the Resident's behalf, these terms and conditions will apply to you in the same way as they apply to the Resident. You will be personally bound by these terms and conditions and be personally responsible for the Resident's duties under this contract unless you have signed 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 receiver.

If you are the Resident's validly appointed attorney or receiver at the time of signing, it is your responsibility to ensure that your appointment remains valid (for example by registering an unregistered enduring power of attorney at the time it becomes registrable). If your appointment as the Resident's attorney or receiver ceases to be valid, you will immediately become personally responsible for the Resident's duties under this contract.

**RESIDENT**

I confirm that I have read and understood the conditions of the contract and acknowledge that by signing this contract I will be personally liable for all monies due to St Catherine's Care Homes Limited trading as Autograph Care Group throughout the duration of my stay.

Your signature: .....

Date: .....

Print name: .....

Witnessed by:

Witness signature: .....

Witness name: .....

\*As a third party signing on behalf of a resident under the authority of the Court of Protection (as Deputy) or an Enduring Power of Attorney or Lasting Power of Attorney (as Attorney) I confirm that I have fully read and understood the conditions of the contract and acknowledge that by signing this contract, I am acting for the resident with legal authority in which case I agree to pay promptly all monies due to Autograph Care Group from the residents own funds.

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**REPRESENTATIVE**

I confirm that I have fully read and understood the conditions of this contract and acknowledge that by signing this contract I will be personally liable for all monies due to Autograph Care Group in the event of non-payment by the Resident, unless I am acting for the Resident under the authority of the Court of Protection (as Deputy) or an Enduring Power of Attorney or Lasting Power of Attorney (as Attorney), in which case, I agree to pay promptly all monies due to Autograph Care Group from the Resident's own funds.

Representative signature: .....

Date: .....

Print name: .....

Witnessed by:

Witness signature: .....

Witness name: .....

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**AUTOGRAPH CARE GROUP**

Signature on behalf of Autograph Care Group: .....

Date: .....

Print name: .....

Witnessed by:

Witness signature: .....

Witness name: .....