

TRUST CARE LTD

TERMS AND CONDITIONS OF RESIDENCY - SELF FUNDED RESIDENTS

Residents Name:

This document aims to set out the terms and conditions of residence in our homes so that all parties are aware of their rights and their obligations. If you have any queries the Home Manager will be pleased to help you.

1. Payment Terms

The resident shall pay the agreed weekly fee; the weekly fee can only be agreed by the Home Manager or Managing Director. Your agreed weekly fee is £. We will review fees annually, normally in April, or more frequently in the case of a significant change in the Resident's care needs, but in any event we will give 4 weeks' notice to the Resident of any change in the fees charged.

The fees payable will depend on the level of care required. There are 4 levels of care:

- Residential
- Residential Dementia
- Nursing
- Nursing Dementia

The Resident will be assessed regularly to ensure that their care needs are being met by the home. Staff will be pleased to discuss this as appropriate.

The first invoice will be rendered as soon as possible after admission. It will cover the period from admission up to the end of the first accounting period and is payable on presentation. Thereafter, subsequent invoices will be issued four weekly with two weeks payable in advance. In the event of a Resident's death, fees are payable upto 3 days after death. Any refund of fees paid in advance will be at the discretion of the Managing Director, but any fees would be refunded for any period that the room was re-let.

The full fee will remain chargeable until all possessions have been removed from the room. A charge of £100 will be made if you request the room to be cleared on your behalf. Fees will continue to be payable during any absence from the home (including visits to relatives and hospital).

If a resident's fees are payable in whole or in part by an insurance company under a long term care policy, then such payments must be the subject of direct settlement, by the insurance company, with the Company, and such arrangements must be approved by the Company prior to admission. In such

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instances, the Resident undertakes to pay any shortfall of fees due to the Company in the event of the Resident's changed financial circumstances.

If a Resident anticipates any difficulty in the payment of fees on the due date, the matter should be discussed with the Home Manager at the very earliest opportunity. We reserve the right to charge an interest rate of 5% above the base rate for any sums outstanding 28 days after the due date.

2. Fees

The fee quoted is inclusive of:-

- Accommodation
- Meals
- Routine nursing or residential care (as appropriate)
- Laundering of personal items but excluding dry cleaning
- Routine cleaning and decoration of rooms
- The provision of staff on a 24 hour basis

The fee does not include:-

- Hairdressing
- Private Physiotherapy charges
- Chiropody charges
- Escort duties e.g. Hospital appointments
- Private taxi fares
- Personal purchasers e.g. newspapers, books, toiletries etc

3. Residency

On entering the home the Resident will be allocated a bed and a room, which the Resident will occupy as a bare licensee only. This means that the Resident does not have the right to the exclusive possession of any particular room or part of a room.

For the efficient running of the home, or as a result of a change in the Resident's physical or mental condition, it may be necessary to request that the Resident moves from one room to another and the Company reserves the right to move the Resident at any time. This would normally occur only after prior discussions with the Resident and/or their nominated representative.

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4. Smoking and Alcohol

Residents or their nominated representatives are asked to discuss the Resident's smoking and alcoholic drinking requirements at the time of admission. For safety and legal reasons smoking is not permitted in any area of the home; smoking is only permitted outside in the designated smoking area.

5. Personal Pets

Residents may, at the absolute discretion of the Home Manager, bring their small pets into the home.

The acceptance of a domestic pet is dependent upon the Resident or their nominated representative accepting the following conditions:-

- The Residents accepts full responsibility for the care, feeding and exercise of the pet. The Company will not accept any liability for veterinary bills, foodstuffs or other costs associated with the pet.
- The Company will require that the pet be removed if it persistently enters the catering or clinical areas of the home or if its own health or habits represent a hazard or inconvenience to other Residents.

6. Personal Finances and Belongings

The company cannot accept responsibility for the Residents personal finances and the Resident should seek professional advice in respect of them. The Resident may be entitled to claim state benefits. In such case, the Resident will be responsible for making the appropriate claim.

The Resident may bring into the home such items of furniture and equipment as may be first agreed with the Home Manager. All such items must comply with current fire and health and safety regulations. Electrical heaters are not permitted for safety reasons, all other electrical items must be checked.

The Resident's personal effects are brought into the home at the Resident's own risk and the Company accepts no responsibility for the loss of or damage to such effects. The Company strongly advises the Resident to arrange his/her own insurance for valuables. Resident's personal clothing should be clearly marked or labeled on admission.

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Every reasonable care is taken with Resident's personal effects but Residents are requested to keep sums of cash in excess of their immediate need, or valuable removable items (especially jewellery), in their room or on their person. A safe keeping facility is available for the deposit of Resident's small valuable items or cash.

7. Complaints

Each home aims to provide professional quality care at the appropriate level to meet each Resident's individual care needs in a secure, friendly and homely environment. Should a complaint arise, please refer to the home's separate complaints procedure.

8. Confidentiality and Data Protection

The General Data Protection Regulation (GDPR) came into effect on 25 May 2018 and both places obligations on organisations and grants rights to subjects in respect of information that relates to living and identifiable individuals.

The Data Protection Act 2018 (subject to Royal Assent) expands the GDPR within the UK and the processing of Personal Data must also comply with this Act.

Trust Care accepts that all the information it holds regarding a Resident's state of health or personal affairs is held in confidence. No such information will be divulged to any third party without the expressed consent of the Resident or their nominated representative. The only exception to this will be in respect of medical information, which would form the basis of a professional interchange between a nurse or carer and a qualified healthcare professional.

9. Notice

Residents may terminate his/her residency at the home at any time by giving four weeks written notice to the Home Manager. For open Respite periods one week's notice is required. Full fees are payable during the notice period.

The Company may terminate the Resident's residency at the home at any time for any reason by giving four weeks written notice to the Resident. The following whilst not exhaustive, are indicative of when the Company may decide to exercise the right to serve such notice:-

- Mental Incapacity
- Persistent unsociable behaviour

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- Serious breach of any of the terms and conditions

10. Representation

Prior to entering the home the Resident should appoint a person who shall represent the Resident if, at any time during his/her residency, the Resident is unable or unwilling to represent himself/herself. This person shall be known as the "Nominated Representative" and the Resident should ensure, where possible, that the proposed nominated representative consents to this appointment. In those instances where a Resident has arranged an enduring power of attorney or is the subject of powers of attorney, the person granted power of attorney will be assumed to be the Resident's nominated representative.

SIGNED:-
For and behalf of Trust Care Ltd

DATE:-

SIGNED:-
Resident or Nominated Representative

DATE:-

SIGNED:-
Resident or Nominated Representative

DATE:-