

Terms & Conditions

applicable to Residents staying in a
brighterkind Care Home



brighterkind

Contents

Definitions	3
1. Standard of care	5
2. Complaints policy	5
3. Assessment of needs	5
4. Permanent and Respite stays	5
5. Fees	6
6. Residential Fees for Respite stay residents	7
7. Residential Fees for Permanent stay residents	7
8. Possible refunds after leaving the Home	7
9. Changes to Residential Fees and charges for Lifestyle Supplements	8
10. Public Funding	11
11. Deposit and payment in advance	14
12. Ending a Respite stay or ending a Permanent stay during the Trial Period.....	15
13. Ending a Permanent stay at the Home after the Trial Period	15
14. Leaving the Home and paying sums due	18
15. Collecting your possessions	18
16. Additional provisions about ending this agreement	19
17. Arrangements on death	20
18. Temporary absences	22
19. Interest and recoverable costs.....	22
20. Residential Fees	22
21. Charges for optional Extras	22
22. Guarantor's liability for Residential Fees	23
23. Court of Protection applications.....	23
24. Medical care, medicines and next of kin.....	23
25. No tenancy and change of room	24
26. Personal items and insurance	24
27. Gifts	25
28. The signing of legal documents	25
29. Code of conduct	25
30. Visiting times and visitor behaviour	25
31. Pets	26
32. Variation of terms and policies.....	26
33. Alternative Dispute Resolution	26
34. Equal opportunities.....	27
35. Notices	27

Definitions

In this Agreement, the following terms have the following meanings (and in these definitions references to numbered clauses are references to the numbered clauses in the attached Terms and Conditions):

"Client Contribution" has the meaning in clause 10.3;

"Extras" means optional additional care and/or services which you request and receive and which are not provided and paid for as Lifestyle Supplements;

"FNC/FPC Nursing Care" means nursing care, including routine administration of medicine that needs to be administered by a suitably qualified member of our nursing team and such further specialist nursing care as may be agreed from time to time, but in all cases excluding 1 to 1 Care (as defined below);

"Guarantor" means any 'Guarantor' identified in the Admission Agreement or any person who otherwise agrees to be the 'Guarantor' at any time;

"Lifestyle Supplements" has the meaning in clause 10.14;

"Net Sale Proceeds" means the price received from a sale of any of your possessions in accordance with clause 15.3.3 less the said sum deducted for our reasonable expenses in respect of that sale;

"NHS FNC/FPC funding" means "Funded Nursing Care" ("**FNC**") from the NHS in England or 'Free Personal and Nursing Care' ("**FPC**") from the NHS in Scotland;

"NHS CHC funding" means NHS "Continuing Health Care" funding;

"FNC/FPC Nursing Fees" means fees for FNC/FPC Nursing Care provided to you at the Home which are to be paid with NHS FNC/FPC funding;

"1 to 1 Care" means specialist care where one member of the Home's team is attending you on a 1 to 1 basis, for example (but not only) in the case of palliative care, interim care where you are likely to be leaving the Home because of an increase in your care needs or care needed because of adverse behaviour;

"Payer" means:

- (a) you; and
- (b) in relation to charges for Lifestyle Supplements that a 3rd Party Contributor has agreed to pay for you, that 3rd Party Contributor;

"Public Funding" means funding in respect of your residence in the Home by a Local Authority or the NHS;

“Residential Fees” means fees for accommodation at the Home and personal care (including any 1 to 1 Care but excluding any FNC/FPC Nursing Care) at the Home (as further described in clause 20), but does not include charges for Extras and charges for Lifestyle Supplements;

“Resident Contact” means the person identified as your Resident Contact in the Admission Agreement or such other person as from time to time is notified to us, by you or on your behalf, as being your Resident Contact;

“Termination Notice Period” means the period of a termination notice that ends this Agreement;

“3rd Party Contributor” means any person who is identified as a 3rd Party Contributor in the Admission Agreement or who subsequently agrees to pay charges for Lifestyle Supplements for you under this Agreement;

“3rd Party Top-Up Payer” means any person who is identified as a 3rd Party Top-Up Payer in the Admission Agreement or who subsequently agrees to pay 3rd Party Top-Up Payments;

“3rd Party Top-Up Payment” has the meaning in clause 10.5;

“Trial Period” means the first four weeks following your admission to the Home for a Permanent stay; and

“Your Deposit” means the sum equal to 1 week’s Residential Fees referred to in clause 11.1.2 to be paid and held as referred to in clause 11.

Terms and Conditions

At brighterkind, we recognise that providing high quality care for each resident is achieved by creating the components of a lifestyle that they feel is right for them. Through personal and nursing care, recreation and activities, and quality food and dining, we put our residents' happiness and health at the heart of our philosophy.

These Terms and Conditions, together with the attached Admission Agreement (the "**Admission Agreement**"), the definitions above and the policies provided in your 'Welcome Folder', form the agreement governing our relationship for the duration of your stay at our Home ("**this Agreement**").

You should read this Agreement carefully before signing as these Terms and Conditions are legally binding on you and any 3rd Party Contributor, any 3rd Party Top-Up Payer and any Guarantor who sign it. Please ask for an explanation of any part of this Agreement that you do not understand.

Where we refer to 'we', 'us', 'the Company' or 'the Home' or to a similar expression, the reference is to the brighterkind company that operates the Home recorded in the Admission Agreement.

1. STANDARD OF CARE

1.1 We aim to provide quality accommodation and care that meets fundamental standards required by our regulators. In England, the Care Quality Commission (the "CQC"), are responsible for ensuring that these standards are met and they monitor, inspect and regulate these services. In Scotland, the Care Inspectorate undertakes a similar role.

2. COMPLAINTS POLICY

- 2.1 If you, your Resident Contact, any 3rd Party Contributor, any 3rd Party Top-Up Payer, any representative of your estate or any Guarantor have a complaint or concern (or a compliment) about the care being provided or any other aspect of this Agreement, please let us know. Our complaints policy and procedure is readily available in the Home and a copy is available for your information in your 'Welcome Folder'.
- 2.2 If any person listed in clause 2.1 is not happy with how we have handled any

complaint, then the complaint may referred to alternative dispute resolution in accordance with clause 33.

3. ASSESSMENT OF NEEDS

- 3.1 Before your admission to the Home, you must ensure that a full assessment of your needs has been carried out by a person trained to do so and the outcome of that assessment reported to you and the Home. Admission to the Home will only be permitted if we have confirmed to you that it is anticipated that your identified needs from such an assessment can be met.

4. PERMANENT AND RESPITE STAYS

- 4.1 Unless otherwise stated, this Agreement applies to both Permanent and Respite periods of stay. The Admission Agreement will identify whether your stay is on a Permanent or Respite basis. In most cases a Respite stay is where you are due to stay in the Home for no more than 28 days.

5. FEES

- 5.1 The Admission Agreement states the Residential Fees for your stay at the Home.
- 5.2 In accordance with clause 10.14, we may also charge you, or any 3rd Party Contributor who agrees in the Admission Agreement or subsequently to pay for them, for any optional Lifestyle Supplements that you voluntarily choose to receive and we agree to provide.
- 5.3 By you or your Resident Contact signing the Admission Agreement you agree to pay the Residential Fees and all other fees and charges due under this Agreement except for any charges for Lifestyle Supplements that, as agreed by us with any 3rd Party Contributor in the Admission Agreement or subsequently, will be paid by such 3rd Party Contributor.
- 5.4 By your 3rd Party Contributor signing the Admission Agreement he or she agrees to pay the charges for Lifestyle Supplements that are identified in the Admission Agreement as payable by your 3rd Party Contributor.
- 5.5 All Residential Fees for Permanent stays and charges for Lifestyle Supplements are invoiced in advance and are payable by Direct Debit. In exceptional circumstances, we will accept payment by standing order or by direct bank transfer, but in each case only if agreed with the Home Manager.
- 5.6 All Residential Fees for Respite stays must be paid to us in full by bank card or bank transfer in advance of, or on, your admission to the Home.
- 5.7 In addition to the Residential Fees, as provided in clause 21, you must also pay for any Extras you request and receive. Clause 21 explains about payment for these Extras.
- 5.8 All Residential Fees, 3rd Party Top-Up Payments, charges for Lifestyle Supplements and any other fees and charges payable under this Agreement are quoted exclusive of VAT.
- 5.9 Where:
 - 5.9.1 you or your Resident Contact becomes aware that your available assets total less than one year's worth of weekly fees; or
 - 5.9.2 any 3rd Party Contributor of yours anticipates that they will have difficulty paying any charges for Lifestyle Supplements due from them to us; or
 - 5.9.3 any 3rd Party Top-Up Payer of yours anticipates that they will have difficulty paying any such 3rd Party Top-Up Payment they will have to pay,you or the other relevant person must notify the Home Manager to discuss the options with regards to future payment. We recommend that you or the other relevant person seek independent legal or financial advice on such matters.
- 5.10 We shall have the right to refuse any retrospective or future Public Funding arrangement which we deem unreasonable.
- 5.11 We do not agree to be responsible for your personal finances or funding matters. This exclusion does not seek to exclude any liability we may have in the case of any negligence, fraud, breach of this Agreement or other default by us or any of our agents or our team.

6. RESIDENTIAL FEES FOR RESPITE STAY RESIDENTS

- 6.1 The period of Respite stay will be agreed prior to your admission.
- 6.2 The Residential Fees and charges for any Lifestyle Supplements payable for your Respite stay are at a daily rate as set out in the Admission Agreement. The charging will include the day of admission as well as the day of leaving the Home, except that where your Respite stay is being paid for by Public Funding, this is determined in the Public Funding placement agreement for you.
- 6.3 Clauses 10.2 to 10.9 apply if your Respite stay will be wholly or partly funded by Local Authority funding except that any 3rd Party Top-Up Payment that the relevant Local Authority has asked be paid to us direct in respect of your Respite stay must be paid to us by the 3rd Party Top-Up Payer in full by bank card or bank transfer in advance of, or on, your admission to the Home.
- 6.4 A Respite stay may be ended early by termination of this Agreement in accordance with clause 12.
- 6.5 You must leave the Home immediately at the end of the agreed Respite stay period or earlier if required because of termination of this Agreement under clause 12. All amounts lawfully due to us which have not been paid must be paid on, or before, the required leaving date.

7. RESIDENTIAL FEES FOR PERMANENT STAY RESIDENTS

- 7.1 The initial rate of Residential Fees payable for a Permanent stay is set out in the Admission Agreement and is subject to change in accordance with these Terms and Conditions.
- 7.2 All the Residential Fees for Permanent stays and charges for any Lifestyle Supplements are charged at a weekly

rate and are payable monthly in advance. The Payer will be charged from when your residence begins (including the day of arrival) until and including the later of:

- 7.2.1 the last day of the Termination Notice Period (except that if you leave before the end of that Termination Notice Period, the Payer will not be charged for any days during which a new resident is occupying the room that you occupied at the Home, if that happens); and
- 7.2.2 if you do not leave the Home until after the end of the Termination Notice Period, the day you leave the Home,

except that in the event of death different arrangements under clause 17 apply to when charging ceases.

8. POSSIBLE REFUNDS AFTER LEAVING THE HOME

- 8.1 Following any termination under clause 9.2, 9.7, 9.8, 12, 13, 25.2 or 32 then (except to the extent that there are sums due to us from any Payer that are not discharged by us using Your Deposit) you and/or any 3rd Party Contributor will be entitled to a refund of any part of the Residential Fees and/or charges for Lifestyle Supplements paid in advance for the period commencing on the day after the later of:
 - 8.1.1 the last day of the Termination Notice Period (except that if you leave before the end of that Termination Notice Period and during the Termination Notice Period a new resident begins occupying the room that you occupied at the Home, the period for calculating the refund will begin on the first day that the new resident occupies that room); and

8.1.2 the day you leave the Home if you do not leave until after the end of the Termination Notice Period, (except that in the event of death different arrangements under clause 17 apply to when charging ceases). Any such refund will be made within 28 days after you leave the Home when a final invoice or credit note will be prepared and delivered.

9. CHANGES TO RESIDENTIAL FEES AND CHARGES FOR LIFESTYLE SUPPLEMENTS

9.1 The Residential Fees charged to you and/or any charges for Lifestyle Supplements charged to you or any 3rd Party Contributor may be changed in accordance with any and all of clauses 9.2.1, 9.2.2 and 9.3.

Annual fee increases

9.2 Annually, normally with effect from 1st January:

9.2.1 we shall be entitled to change the Residential Fees and any charges for Lifestyle Supplements in line with:

(a) movements in the Retail Prices Index (the "RPI");

PLUS

(b) changes in the amount of the "national living wage" (or any other statutory or regulatory minimum wage system from time to time applicable to our team); and

9.2.2 we shall be entitled to change the Residential Fees and any charges for Lifestyle Supplements to reflect any significant and demonstrable increase in our costs of providing care home services and/or accommodation caused by any change in law or regulatory rules affecting the

care home sector or benefitting residents at the Home that is not taken into account by the RPI price indexation and/or the "national living wage" (or similar applicable minimum wage system) price indexation under clause 9.2.1 (examples, but not the only ones, of such changes could be new minimum staffing requirements for providing types of care or changes to health and safety laws),

and before implementing a change in fees or other payments under clause 9.2.1 and/or 9.2.2 we will give you and (in the case of changes to charges for Lifestyle Supplements) any 3rd Party Contributor and (in the case of changes to Residential Fees) any Guarantor, at least 28 days' notice in writing (including the amount of changes). The relevant fee or charge increase will take effect on the date notified unless, before that date, you give us 28 days' notice in writing to terminate this Agreement in accordance with clause 13.1 and leave the Home by the end of that 28 day period.

Fee increases (or decreases) because of enhanced services or change of room

9.3 In addition to annual increases under clause 9.2, we shall be entitled to increase or decrease the Residential Fees at any time where:

9.3.1 you request and receive an enhanced service where the enhanced service is clearly defined and is demonstrably different from the service already covered within the standard weekly Residential Fees. You can bring any such enhanced service to an end at any time by telling us you no longer want to receive it

and we shall cease providing the relevant enhanced service, and stop charging for it, with effect from the date from which you no longer want to receive it; and/or

9.3.2 you request and we agree to move you into a better or lesser standard room at the Home for which different fees are payable. Details of our current room rates are available at the reception desk in the Home. If at any time thereafter you tell us in writing that you no longer wish to have, or that you can no longer afford to pay for, a better standard room, you will be able to move to a lesser standard room when one becomes available. From the time when you actually move into a different standard of room we will alter the level of Residential Fees we charge to the rate applicable to the standard of room you move into.

9.4 Before implementing such a change in fees or other payments under clause 9.3, we will give notice in writing to you and any Guarantor (including the amount of changes). We shall give such notice at least 28 days' before the date provision of the enhanced service begins or the change of room happens unless you have requested, and we have agreed, that such enhanced service or change of room be provided sooner, or to change such provision sooner, in which case such notice will be given as long as we can reasonably practically give it before the date provision of the enhanced service begins or the change of room or other change happens.

Fee increases because you require 1 to 1 Care

9.5 We offered you a place at the Home based on your individual health and social care needs at the time of moving in. In addition to fee increases under clauses 9.2, 9.3 and 9.4, we shall be entitled to increase the Residential Fees at any time where there has been a change in your care needs that involves a significant, immediate and otherwise unavoidable risk to your health, as assessed by qualified members of our team, which means that you need 1 to 1 Care in our professional judgement.

9.6 As the change in your care needs requiring 1 to 1 Care involves a significant, immediate and otherwise unavoidable risk to your health, in our professional judgement we will usually need to commence the 1 to 1 Care as soon as we have assessed you as needing 1 to 1 Care in order to seek to protect your health, safety and personal well-being. However:

9.6.1 we will try to consult with you and, if you have one, your Resident Contact and try to involve you and any such Resident Contact in any decision to provide 1 to 1 Care; and

9.6.2 you and any such Resident Contact will be entitled to see the details of the assessments we have relied upon as part of the decision process and any consultation.

9.7 If your Residential Fees are not being paid by Local Authority funding or NHS CHC funding, we will begin charging you the increased Residential Fees on the same date as when we begin providing 1 to 1 Care to you. However:

- 9.7.1 in all circumstances we will give you and, if you have one, your Resident Contact as much notice as reasonably possible of the commencement or alteration of 1 to 1 Care provision and the impact this has upon the Residential Fees you need to pay; and
- 9.7.2 if we have begun providing 1 to 1 Care to you and charging increased Residential Fees to you on notice that is shorter than 28 days and you or, if you have one, your Resident Contact do not agree to the proposed changes:
- (a) you or any such Resident Contact can raise your or their concerns in accordance with clause 9.8; and/or
 - (b) you or any such Resident Contact can make a complaint under the complaints procedure referred to in clause 2; and/or
 - (c) you can choose to leave the Home by giving us 28 days' or less notice in writing to terminate this Agreement and without having to pay the increase in the Residential Fees provided that you leave the Home by the end of that Termination Notice Period.
- 9.8 If you or, if you have one, your Resident Contact have any concerns with our assessment that you need 1 to 1 Care and the change to the Residential Fees charged to you from the date we begin providing 1 to 1 Care to you, please contact the Home Manager to discuss the concerns. If we do not reach an agreement with you or any such Resident Contact on whether or not you need to be given 1 to 1 Care, you or any such Resident Contact are welcome to arrange an independent assessment via your relevant Local Authority or your GP. We must maintain your safety and comply with our regulatory obligations and we will not reduce your care services where we believe this will put you at a real risk of harm. If an independent assessment requested by you or any such Resident Contact rejects the findings in our assessment, your Residential Fees will revert to their previous level before the disputed 1 to 1 Care was provided and we will immediately refund the increase in the Residential Fees paid to us, which refund will be back-dated to the date of the relevant increase in Residential Fees that we implemented. If the independent assessment confirms our findings, the revised Residential Fees will remain in place. In all circumstances where you do not agree to the changes, you can choose to leave the Home by giving notice in accordance with clause 13.1 and leaving the Home at the end of that Termination Notice Period.
- 9.9 The amount of any increase in Residential Fees under clauses 9.5 and 9.7 will be calculated on an hourly basis using as the hourly rate the hourly cost to us of the individual members of our team (who may be care assistants or nursing staff) who are providing the 1 to 1 Care to you.
- 9.10 If your care needs decrease over time, we will similarly review whether providing 1 to 1 Care is appropriate and whether, based on your increased independence, it is suitable to reduce your Residential Fees.

Fee increases where there is Public Funding

9.11 If your Residential Fees are to be paid, wholly or partly, by Local Authority funding or NHS CHC funding, any increase to the Residential Fees and (in the case of Local Authority funding) any 3rd Party Top-Up Payments will normally be in line with the arrangements with that Local Authority or NHS body providing the relevant funding.

10. PUBLIC FUNDING

10.1 We acknowledge that either at the beginning of, or at any time during, your residence in the Home, a Local Authority or the NHS may be funding, or proposing to fund, your residence in the Home.

10.2 We strongly advise that you and any 3rd Party Top-Up Payers take independent advice, and/or discuss with your allocated Local Authority social worker if you have one, in respect of any Public Funding arrangements or agreements, including (but not only) Local Authority Client Contributions and any arrangements relating to 3rd Party Top-Up Payments, as referred to in the following clauses.

Local Authority Funding: Client Contribution

10.3 If Local Authority Public Funding is proposed at the beginning of, or during, your residence at the Home, the Local Authority will undertake a financial assessment and may notify you or your Resident Contact that a contribution is required towards the placement fee that the Local Authority will pay. This is called a "Client Contribution" and is assessed on the amount of weekly income being received. A Client Contribution is not the same as a '3rd Party Top-Up Payment' referred to in clauses 10.5 to 10.9 and elsewhere in this Agreement.

10.4 In some cases the Local Authority will require us to collect any Client Contribution money on their behalf and we will invoice the Client Contribution calendar monthly in arrears, which will be payable by direct debit.

Local Authority Funding: 3rd Party Top-Up Payments

10.5 Separately and in addition to any Client Contribution required as referred to in clauses 10.3 and 10.4, if your Local Authority has agreed to fund your residence in the Home but the Local Authority is proposing at any time to pay less than the price for our services to you and the room you are occupying or proposing to occupy at the Home, we may ask you by notice in writing to arrange for a 3rd Party Top-Up Payer to enter into an agreement with the Local Authority to pay the difference as a "3rd Party Top-Up Payment". If within 14 days after our written request no such agreement has been entered into by a 3rd Party Top-Up Payer with the Local Authority for payment of such 3rd Party Top-Up Payment and we are not receiving the full fees payable to us under this Agreement then we may follow the termination procedure in clause 13.6 as though that shortfall in fees was an overdue payment due to us.

10.6 A 3rd Party Top-Up Payer will usually be required to pay the 3rd Party Top-Up Payments direct to the Local Authority, but it is possible that under the arrangements with the Local Authority the Home may need to collect this direct from a 3rd Party Top-Up Payer. This arrangement is usually pre-agreed and dependent on each Local Authority.

- 10.7 The Admission Agreement sets out the weekly amount of the 3rd Party Top-Up Payment where at the date of this Agreement the Local Authority has requested us to collect from a 3rd Party Top-Up Payer direct. These 3rd Party Top-Up Payments are payable monthly in advance.
- 10.8 The amounts of 3rd Party Top-Up Payments will change from time to time in accordance with the arrangements with the Local Authorities for payment of 3rd Party Top-Up Payments.
- 10.9 If this Agreement terminates under clause 9.2, 9.7, 9.8, 12, 13, 25.2 or 32 at a time when the Local Authority has requested us to collect the 3rd Party Top-Up Payment from a 3rd Party Top-Up Payer direct, then that 3rd Party Top-Up Payer will be entitled to a refund of any part of the 3rd Party Top-Up Payment that the 3rd Party Top-Up Payer paid direct to us for the period commencing on the day after the later of:
- 10.9.1 the last day of the Termination Notice Period (except that if you leave before the end of that Termination Notice Period and during the Termination Notice Period a new resident begins occupying the room that you occupied at the Home, the period for calculating the refund will begin on the first day that the new resident occupies that room); and
- 10.9.2 the day you leave the Home if you do not leave until after the end of the Termination Notice Period, (except that in the event of death different arrangements under clause 17 apply to when charging ceases). Any such refund will be made within 28 days after you leave the Home when a final invoice or credit note will be prepared and delivered.

**Local Authority Funding:
Deferred Property Payment Schemes**

10.10 In some cases it may be the payment for your Residential Fees is dependent on the sale of any property related assets. Under the Care Act 2014, each Local Authority is now obliged to offer a Property Deferred Payment Scheme (or a 12 week Property Disregard Scheme) for such residents.

10.10.1 Where such an arrangement is agreed, we will collect all the Residential Fees directly from the Local Authority until such time as the Local Authority ceases paying under such agreed arrangement. However, the Residential Fees to be charged will be at the weekly charge agreed in the Admission Agreement.

10.10.2 In very exceptional cases, we may agree a similar arrangement directly with you, whereby we enter into a Property Loan Agreement but this will have to be formally and legally agreed by separate arrangement.

FNC/FPC Nursing Care, NHS FNC/FPC funding and FNC/FPC Nursing Fees

10.11 On or following your admission to the Home, you may be assessed as eligible for NHS FNC/FPC funding for FNC/FPC Nursing Care. If that happens, we will:

10.11.1 provide the assessed FNC/FPC Nursing Care; and

10.11.2 charge FNC/FPC Nursing Fees equal to the amount of the NHS FNC/FPC funding determined from time to time by the relevant NHS body/bodies for the FNC/FPC Nursing Care so that you will not need to fund payment to us of fees for the FNC/FPC Nursing Care.

10.12 Except in the circumstances described in clauses 9.5 to 9.10 and 10.11, we will not provide nursing care to you.

NHS 'Continuing Health Care' Funding

10.13 On or following your admission to the Home you may be assessed as eligible for NHS CHC funding. Please note this type of funding is subject to regular review and may be withdrawn at any time. If at any time during your residence at the Home the NHS CHC funding for you (whether for past or future residence at the Home) ceases otherwise than because of your death, you will be liable for the entirety of the Residential Fees, except for amounts for days that the NHS CHC funding has paid.

10.14 If at any time when NHS CHC funding is being provided to you, you decide voluntarily that you wish to:

10.14.1 purchase any enhanced services that are not care-related; or

10.14.2 occupy a better standard room at the Home,

(such enhanced services or occupation being referred to as "Lifestyle Supplements"), then we and you (and if a 3rd Party Contributor is to pay for such Lifestyle Supplements, that 3rd Party Contributor) may agree that such Lifestyle Supplements are provided to you and we will charge (as the case may be) you or such 3rd Party Contributor for the charges applicable from time to time for such Lifestyle Supplements as notified to (as the case may be) you or such 3rd Party Contributor.

10.15 If at any time you decide that you no longer wish to be provided with, or a 3rd Party Contributor decides no longer to pay for, some or all of the Lifestyle

Supplements that you have previously chosen to have provided to you then you can take steps to bring those purchases to an end as follows:

10.15.1 in the case of Lifestyle

Supplements that do not involve having a better standard room in the Home, you or such 3rd Party Contributor can bring any such Lifestyle Supplement to an end at any time by telling us you no longer want to receive it, or such 3rd Party Contributor telling us they no longer wish to pay for it, and we shall cease providing the relevant Lifestyle Supplement, and stop charging for it, with effect from the date from which you no longer want to receive it or from which such 3rd Party Contributor no longer wishes to pay for it; and

10.15.2 in the case of Lifestyle

Supplements that involve having a better standard room in the Home, you or such 3rd Party Contributor can give us notice in writing and you will then move to a lesser standard room when one becomes available. The obligation on you or such 3rd Party Contributor to pay the relevant Lifestyle Supplement shall cease when you move into a lesser standard room, except that if that does not happen before the end of 28 days after you or such 3rd Party Contributor gave us the relevant notice because we have not provided a lesser standard room for you in that period, after that period of 28 days we will not charge any further charges for the relevant Lifestyle Supplement.

Overlap of Public Funding with self-funding

- 10.16 If it is proposed that there be any Public Funding in relation to you, there will be no reduction in the payment obligations under this Agreement until the time when such Public Funding commences.
- 10.17 It is possible that some part of Public Funding for you covers a period for which our Residential Fees have already been paid in full by you. If that occurs then, where we are not legally required to refund more to you, we will refund to you any amount of Public Funding received by us for your care for that period, but no more than the Public Funding that we actually receive.
- 10.18 Similarly, if at any time during your residence, the Public Funding for you (whether for past or future residence at the Home) ceases otherwise than because of your death, you will be liable for the entirety of our Residential Fees except for the amounts for days that the Public Funding has paid.

11. DEPOSIT AND PAYMENT IN ADVANCE

- 11.1 If your residence at the Home is not being funded by Public Funding, before we admit you to the Home for a Permanent stay, the following payments must be paid to us:
- 11.1.1 The initial advance pro rata payment of Residential Fees stated in your Admission Agreement; and
- 11.1.2 A sum equal to 1 week's Residential Fees to be held as a deposit ("Your Deposit"), which we shall be entitled to use, in accordance with clause 11.2.
- 11.2 Your Deposit may be used by us towards discharge of the following sums owed to us by you or any 3rd Party Contributor:

- 11.2.1 unpaid Residential Fees, charges for Lifestyle Supplements or charges for Extras;
- 11.2.2 sums for damage to your room or other parts the Home directly caused by the actions of you or any of your family members or other visitors;
- 11.2.3 the Residential Fees that are payable after death by your estate as referred to in clause 17.1.3;
- 11.2.4 the Residential Fees and any charges for Lifestyle Supplements payable in respect of any Termination Notice Period; and
- 11.2.5 any Residential Fees, charges for Lifestyle Supplements or other sums payable because you do not leave the Home at the end of any Termination Notice Period,

provided that Your Deposit shall not be used to discharge unpaid fees or other sums where, and to the extent that, in good faith you, any 3rd Party Contributor or your estate dispute the obligation to pay such fees or other sums (including because of a good faith dispute about whether we have performed services in accordance with the requirements of this Agreement) and a complaint is ongoing under the complaints procedure referred to in clause 2 and/or the alternative dispute procedure has been commenced under clause 33.

- 11.3 Any balance of Your Deposit not used as described in clause 11.2 and not subject to a dispute about its use or proposed use under this Agreement will be refunded to you or your estate within 28 days after you have died or left the Home.
- 11.4 No interest will be paid on Your Deposit.

12. ENDING A RESPITE STAY OR ENDING A PERMANENT STAY DURING THE TRIAL PERIOD

- 12.1 This clause 12 applies to both:
- 12.1.1 ending a Respite stay early; and
 - 12.1.2 ending a Permanent stay during the Trial Period.
- 12.2 You may terminate this Agreement during a Respite stay or during the Trial Period:
- 12.2.1 by giving at least 7 days' notice in writing to us; or
 - 12.2.2 by giving notice in writing to us of whatever period you state in the notice, if we have committed a material breach of this Agreement,
- and you must leave the Home at the end of the Termination Notice Period.
- 12.3 We may terminate this Agreement during a Respite stay or during the Trial Period by giving at least 7 days' notice in writing to you:
- 12.3.1 if we cannot meet your care needs; or
 - 12.3.2 if your behaviour is seriously disruptive,
- and you must leave the Home at the end of the Termination Notice Period

13. ENDING A PERMANENT STAY AT THE HOME AFTER THE TRIAL PERIOD

The Resident ending a Permanent stay

- 13.1 After the Trial Period has expired, this Agreement can be terminated by you:
- 13.1.1 giving to us at least 28 days' written notice of termination; or
 - 13.1.2 giving to us at least 14 days' written notice of termination, after a material breach of this Agreement by us has continued for at least 14 days after you have

notified us in writing of the breach and required us to remedy it,

and you must leave the Home at the end of the Termination Notice Period.

The Home ending a Permanent stay because of behaviour

- 13.2 After the Trial Period has expired, we can terminate this Agreement by giving to you at least 28 days' written notice of termination if you persistently behave in a way that seriously affects the wellbeing of other residents and/or our team in the Home and you must leave the Home at the end of the Termination Notice Period. Before giving you notice of termination under this clause 13.2, we will make all reasonable efforts to address and manage detrimental behaviour (which may include consulting with relevant independent professionals) and consult with you and (if you have one) your Resident Contact, to enable you to understand that a problem has arisen and to support you to behave in a different way. Where we require you to leave the Home by giving at least 28 days' written notice of termination under this clause 13.2, we will work with you and (if you have one) your Resident Contact to help you find suitable alternative accommodation (either temporary or permanent).

- 13.3 After the Trial Period has expired:

13.3.1 if you behave in a way that poses a significant risk of serious physical harm to our team, our other residents or visitors to the Home, we may give you a written warning, that if such behaviour happens again we may terminate this Agreement; and

13.3.2 if after that warning has been given you behave again in a way that poses a significant risk of serious physical harm to our team, our other residents or visitors to the Home, we may terminate this Agreement by giving to you at least 14 days' written notice of termination and you must leave the Home at the end of the Termination Notice Period; and

13.3.3 where we require you to leave the Home by giving at least 14 days' written notice of termination under this clause 13.3, we will work with you and (if you have one) your Resident Contact to help you find suitable alternative accommodation (either temporary or permanent).

The Home ending a Permanent stay because of changes to your care needs

13.4 If, after the Trial Period has expired:

13.4.1 your care needs have changed so that:

- (a) you need to move to accommodation that can better meet your care needs even though we have sought to make reasonable adjustments to provide the type of care you need; or
- (b) you need to move to accommodation that can provide types of care that you need which we are not registered to provide; or
- (c) you need to move to accommodation that provides extra care or supported accommodation of a kind that we do not provide; or

13.4.2 you have gone into hospital for a hospital stay that has exceeded 6 weeks and is in circumstances where you are unable to return to the Home in the foreseeable future,

and consequently your stay at the Home and this Agreement may need to be terminated, we will:

13.4.3 so far as reasonably practicable, disclose to you and (if you have one) your Resident Contact the reasons why we think your stay at the Home and this Agreement may need to be terminated (for example, any serious incident report or doctor's report that we are able to disclose); and

13.4.4 consult with you and (if you have one) your Resident Contact, relevant independent professionals (for example, a local multidisciplinary team which may include your own doctor and other NHS staff, as appropriate) and, if your Residential Fees are paid by a Local Authority (see clauses 10.2 to 10.10) or by the NHS as NHS CHC funding (see clause 10.13), any social care worker or occupational therapist allocated to you.

13.5 If, following consultation under clause 13.4.4, it is agreed between us and you or your Resident Contact (and we, you and your Resident Contact shall not unreasonably withhold such agreement) that it is not possible for you to stay in (or return from hospital to) the Home:

13.5.1 we shall be entitled to terminate this Agreement by giving to you at least 28 days' written notice of termination and you must leave the Home at the end of the Termination Notice Period; and

13.5.2 we will work with you and (if you have one) your Resident Contact to help you find suitable alternative accommodation (either temporary or permanent).

The Home ending a Permanent stay because of non-payment of fees

13.6 If, after the Trial Period has expired, a sum or sums (other than amounts of FNC/FPC Nursing Fees) equal to or exceeding one month's-worth of Residential Fees which sum or sums comprise one or more of:

13.6.1 sums due for payment to us under this Agreement; and/or

13.6.2 sums otherwise agreed for payment in respect of you, for example (but not only) in the form of Public Funding; and/or

13.6.3 a shortfall of payments to us as referred to in clause 10.5,

is 28 days or more overdue for payment to us:

13.6.4 we may give you, (if you have one) your Resident Contact, any 3rd Party Contributor, any Guarantor and (in the case of unpaid 3rd Party Top-Up Payments) any 3rd Party Top-Up Payer, a notice in writing:

- (a) notifying you and them of the failure to pay;
- (b) requesting that in the period 28 days after this notice is given you and they consult with us in relation to the reasons for late payment and seek to resolve the non-payment; and
- (c) notifying you and them that if within 28 days after this notice is given the overdue amount is not paid and no other payment plan is agreed with us, we

may give notice terminate this Agreement and require you to leave the Home in accordance with clause 13.6.5; and

13.6.5 if at the end of 28 day period referred to in the notice under clause 13.6.4:

- (a) there remains a sum or sums (other than amounts of FNC/FPC Nursing Fees) equal to or exceeding one month's-worth of Residential Fees that is overdue for payment to us; and
- (b) we have not agreed a payment plan for payment to us of the overdue amount,

we shall be entitled to terminate this Agreement by giving to you at least 28 days' written notice of termination and you must leave the Home at the end of the Termination Notice Period. After giving you notice of termination under this clause 13.6.5, we will work with you and (if you have one) your Resident Contact to help you find suitable alternative accommodation (either temporary or permanent).

The Home ending a Permanent stay because the Home is to close

13.7 If, after the Trial Period has expired, we intend to close the Home:

13.7.1 we may give you and (if you have one) your Resident Contact a notice in writing notifying the intention to close the Home at least 90 days before the intended date for closing the Home, or in the case of an unplanned closure on short notice, as long as reasonably possible before the intended date for closing the Home;

13.7.2 we will consult with you and (if you have one) your Resident Contact for at least 60 days, about the intention to close the Home, including to help you find suitable alternative accommodation (either temporary or permanent); and

13.7.3 at the end of the consultation, we shall be entitled to terminate this Agreement by giving to you at least 28 days' written notice of termination and you must leave the Home at the end of the Termination Notice Period.

14. LEAVING THE HOME AND PAYING SUMS DUE

14.1 You must leave the Home immediately:

14.1.1 at the end of the period of any notice terminating this Agreement, for whatever reason such notice is given, in the case of Permanent stays (whether or not during the Trial Period) and Respite stays; and

14.1.2 at the end of the agreed Respite stay period, in the case of Respite stays,

and in each case all sums due to us which have not been paid must be paid to us by the Payer on, or before, that date.

14.2 It is your responsibility to ensure that all your personal possessions are collected from the Home by you, your family or other representatives at or before the end of the Termination Notice Period and clause 15 will apply if they are not collected within the required period.

15. COLLECTING YOUR POSSESSIONS

Notification after failure to collect your possessions within the required period

15.1 If:

15.1.1 your possessions are not all collected from the Home at or before the end of the required period for collection under clause 14.2, 17.1.4 or 17.3.3 as applicable; and

15.1.2 we wish to prepare the room you occupied for a new resident to occupy it,

then we shall have the right to notify you or your Resident Contact (which notification may be, but need not be, by email) that in respect of your possessions that have not been collected within 2 days after the notification under this clause 15.1:

15.1.3 we may exercise our rights to remove and store them under clause 15.2; and

15.1.4 we may exercise our rights to dispose of them under clause 15.3.

Storage of your possessions after failure to collect them within the required period

15.2 If:

15.2.1 your possessions are not all collected from the Home within 2 days after the notification under clause 15.1; and

15.2.2 we wish to prepare the room you occupied for a new resident to occupy it,

then we will have the right, but not the obligation, to clear from that room your possessions that have not been collected, pack them up and make arrangements for their storage until either they are collected or, in

accordance with clause 15.3, they are sold or otherwise disposed of.

Disposal of your possessions after failure to collect them within the required period

15.3 If your possessions are not all collected from the Home:

15.3.1 within the period of 28 days after the end of the Termination Notice Period we shall have the right to notify you or your Resident Contact; or

15.3.2 if you have died, within the period of 28 days after the day of your death, we shall have the right to notify your Resident Contact,

(which notification may be, but need not be, by email) that if your possessions are not all collected from the Home within the period of 28 days after this further notification, then we will have the right, but not the obligation:

15.3.3 to sell, as agent for you or your estate, any of your possessions that have not been collected where we are reasonably likely to obtain payment of a reasonable price from the sale of such possessions that would be reasonably likely to exceed our reasonable expenses of arranging their sale; and

15.3.4 to dispose of any of your possessions that have not been collected, without receiving any payment for them, where we are not reasonably likely to obtain payment of a reasonable price from selling such possessions that would be reasonably likely to exceed our reasonable expenses of arranging their sale.

15.4 If we do sell any of your possessions in accordance with clause 15.3.3, we shall be entitled to deduct from the price and keep ourselves a sum equal to our reasonable expenses of carrying out such sale.

15.5 Unless you have died, we shall pay any Net Sale Proceeds to you within 30 days after the relevant sale of your possessions. If you have died, clause 17.4 will apply to payment of any Net Sale Proceeds.

15.6 No interest will be paid on any Net Sale Proceeds or any funds of yours that we hold.

16. ADDITIONAL PROVISIONS ABOUT ENDING THIS AGREEMENT

Complaints, appeals and disputes about ending of this Agreement and leaving the Home

16.1 As with any other complaint or dispute about our services, your stay at the Home or this Agreement, if you have any complaint, or wish to raise any appeal or dispute, about termination of this Agreement, please refer to clause 2 about complaints and clause 33 about dispute resolution.

Effect of termination of this Agreement

16.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties to this Agreement that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

16.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

17. ARRANGEMENTS ON DEATH

17.1 In the event of your death:

17.1.1 any outstanding fees or other sums payable by you to us will be charged to, and payable by, your estate;

17.1.2 any outstanding charges for Lifestyle Supplements payable by any 3rd Party Contributor to us will be charged to, and payable by such 3rd Party Contributor;

17.1.3 (except where clause 17.3 applies) we will charge, and your estate shall pay, the daily amount of the Residential Fees (but not FNC/FPC Nursing Fees or any amount of the Residential Fees that is for 1 to 1 Care) for 3 days after the date of your death (except for any period after a new resident begins occupying the room that you occupied) PLUS (if your estate, family or other representatives do not collect your possessions from the room during those 3 days) additional days until and including the day your estate, family or other representatives collect your possessions from the room you occupied, but subject to a limit of no more than 10 days after the date of your death being charged and paid for;

17.1.4 it is your estate's responsibility to ensure that all your possessions are collected from the Home within (except where clause 17.3 applies) 10 days after the date of your death and clause 15 will apply if they are not collected within the required period;

17.1.5 as soon as possible after your death, we shall notify your Resident Contact (which

notification may be, but need not be, by email) of your estate's responsibility to collect your possessions in accordance with (as the case may be) clause 17.1.4 or clause 17.3; and

17.1.6 (except where clause 17.3 applies) there shall be a refund of any advance payment of Residential Fees and any other advance payment of charges received by us from the Payer to the extent such advance payments covered a period (or related to items to be supplied) after the relevant period under clause 17.1.3, except that there shall be deducted from such refund the amount of any sums due to us from you, your estate or any 3rd Party Contributor that are not discharged by us using Your Deposit. Any such refund payable will be paid to your estate or (as the case may be) any 3rd Party Contributor within 28 days after the later of:

(a) the last day of the relevant period under clause 17.1.3; and

(b) the day when we have been given the necessary information about where to send the refund to.

17.2 No Residential Fees will be charged for days after the relevant period applicable to you under (as the case may be) clause 17.1.3 or clause 17.3.

17.3 Notwithstanding clause 10.18, where the Residential Fees for you are being paid wholly or partly by a Local Authority (see clauses 10.2 to 10.10) or by the NHS as NHS CHC funding (see clause 10.13):

17.3.1 any 3rd Party Top-Up Payments received by us direct from any 3rd Party Top-Up Payer in connection with any such Local Authority funding will not be charged after the day of your death and any received by us in advance direct from any 3rd Party Top-Up Payer will, to the extent such advance payment covered a period after the day of your death, be refunded to the 3rd Party Top-Up Payer within 28 days after the day of your death;

17.3.2 any charges for Lifestyle Supplements will not be charged after the day of your death and any received by us in advance from any 3rd Party Contributor will, to the extent such advance payment covered a period after the day of your death, be refunded to the 3rd Party Contributor within 28 days after the day of your death; and

17.3.3 it is your estate's responsibility to ensure that all your possessions are collected from the Home within the period of such Local Authority or NHS CHC funding following your death and clause 15 will apply if they are not collected within the required period.

Dealing with Net Sale Proceeds and sums held for you at your death

17.4 We shall deal as follows with any Net Sale Proceeds and any funds of yours that we hold for you at your death:

17.4.1 provided we have details of who, in law, is the representative of your estate:

(a) we shall within 30 days after any sale of your possessions,

pay to such representatives of your estate the Net Sale Proceeds from the relevant sale; and

(b) we shall within 30 days after your death pay to such representatives of your estate any funds of yours that we hold for you at your death.

17.4.2 if within the relevant 30 day period we do not receive details of who, in law, is the representative of your estate, we shall retain the Net Sale Proceeds and any funds of yours that we hold for you at your death until the earlier of:

(a) when we do receive details of who, in law, is the representative of your estate in which case we will then pay the Net Sale Proceeds and any funds of yours that we hold for you at your death, to such representative of your estate; and

(b) 6 months after your death, in which case we will then pay the Net Sale Proceeds and any funds of yours that we hold for you at your death, to the "Residents' Social Fund" (a separate fund that we maintain for residents of the Home, for use as determined by a committee of residents of the Home) and after so paying such sums to the "Residents' Social Fund" we shall have no obligation to pay the Net Sale Proceeds and any funds of yours that we hold for you at your death, to your estate or account to your estate for any value received.

- 17.5 No interest will be paid on any Net Sale Proceeds or any funds of yours that we hold for you at your death.
- 17.6 We shall have no obligation to pay any Net Sale Proceeds or any funds we hold for you at your death to anyone other than your executors or other persons who, in law, are the representatives of your estate.

18. TEMPORARY ABSENCES

- 18.1 If you are away from the Home (for example, because you are on a pre-arranged holiday or because you are in hospital) the room you occupy at the Home will be reserved for you.
- 18.2 During the first 7 days of absence your Residential Fees and charges for Lifestyle Supplements will continue to be payable to us in full. After those first 7 days, your Residential Fees and charges for Lifestyle Supplements will be reduced by 20% until your absence ends.
- 18.3 If you are absent from the Home for a continuous period of 6 weeks, we will consult with you and (if you have one) your Resident Contact to seek agreement regarding the further retention of the room you occupy at the Home.

19. INTEREST AND RECOVERABLE COSTS

- 19.1 If any amount due under this Agreement is not paid to the Home on its due date, we may charge interest on it from the due date to the date of actual payment at a rate equal to 3% above the base rate of Barclays Bank PLC from time to time. Interest due must be paid together with the overdue amount in question.
- 19.2 We are also entitled to recover in full all legal fees reasonably incurred and other expenses reasonably incurred in pursuing payment of any overdue

fees and other sums payable under this Agreement that are not paid on time in accordance with this Agreement.

20. RESIDENTIAL FEES

- 20.1 Payment of the Residential Fees will be payment for:
- full board accommodation, including a choice of menus (and a range of special diets offered);
 - personal care (including routine administration of medicine that does not need to be administered by our nursing team), but excluding FNC/FPC Nursing Care;
 - 1 to 1 Care in the circumstances described in clauses 9.5 to 9.10
 - housekeeping;
 - provision of heat and light, and call systems;
 - laundry of your items of clothing and bed linen (excluding dry cleaning and hand washing); and
 - recreational activities (other than optional Extras which you request and receive, which have to be paid for in addition – see clause 21). Available optional Extras and their tariff prices will be identified in a list available from the Home).
- 20.2 The rates of Residential Fees vary according to which room at the Home you occupy, depending on the size and location of the room.

21. CHARGES FOR OPTIONAL EXTRAS

- 21.1 In addition to Residential Fees (which cover the care and services described in clause 20), any 3rd Party Top-Up Payments and any charges for Lifestyle Supplements, we shall be entitled to charge you for additional costs (together with any applicable VAT) we incur in providing any Extras which you request

and receive. A current list of such optional Extras is available at the Home which also lists the relevant tariff prices for such Extras.

21.2 Payment (including any applicable VAT incurred) for Extras supplied to you will either:

21.2.1 be taken from funds held by the Home for you after you and a representative from the Home have signed a payment form/ acknowledgement; or

21.2.2 be invoiced to you monthly in arrears in which case payment shall be made by direct debit.

22. GUARANTOR'S LIABILITY FOR RESIDENTIAL FEES

22.1 Subject to the terms set out in the Admission Agreement, the person who signs as Guarantor in the Admission Agreement forming part of this Agreement is liable in addition to, and to the same extent as you (i.e. as principal obligor, jointly and severally with you) for payment to us of all the Residential Fees that you are liable to pay us, including any increases to such fees from time to time.

23. COURT OF PROTECTION APPLICATIONS

23.1 In some cases, payment of fees may be delayed while a Court of Protection application is being processed. We understand your fees and other sums payable to us may not be paid whilst this process is being completed and it is important that you or your Resident Contact advises us in writing of the status of the application and you or your Resident Contact make arrangements to pay all outstanding fees and other sums payable to us in full once the application is finalised. We may ask your appointed solicitors to provide a Statement of

Intent while this is ongoing. We shall also have the right to charge interest under clause 19 during any period in which fees or other sums payable to us remain unpaid.

24. MEDICAL CARE, MEDICINES AND NEXT OF KIN

24.1 You must ensure that you are registered with a General Practitioner and that, as a resident of the Home, you are entitled to continue to receive the services provided by the NHS for the duration of your residence at the Home.

24.2 The Home does not accept any responsibility and will have no liability for the advice given or actions taken by any medical practitioner or any external health professional. This exclusion does not seek to exclude any liability we may have in the case of any negligence, fraud, breach of this Agreement or other default by us or any of our agents or our team.

24.3 On your admission to the Home you may be required to hand over all your medicines to the Home Manager or a suitably qualified member of our team for ongoing administration. If you wish, to manage your own medication administration, and you are able to demonstrate your ability to do so safely, we will assist you.

24.4 We ask that you notify the Home Manager of your next of kin and that you review these details on a regular basis.

24.5 In the event of any serious illness or emergency during your residence at the Home, we will use all reasonable efforts, if practicable in the circumstances, to discuss arrangements with your next of kin.

24.6 We ask you or your next of kin to notify us on admission to the Home of the existence of any advance decision/living will, lasting power of attorney or Court of Protection appointed deputyship.

25. NO TENANCY AND CHANGE OF ROOM

25.1 The room you occupy will be allocated on admission to the Home. You will be occupying the room solely for the purpose of the care and other services provided by us and you will not be entitled to exclusive possession of the room or any part of it. Your residence in the Home does not constitute any tenancy or any other property right in relation to your room.

25.2 We shall have the right to relocate you to another room where this assists in the delivery of care or is necessary, in our reasonable opinion, for other operational reasons. There will be a discussion with you and (if you have one) your Resident Contact before any such relocation occurs and you will, except in cases of emergency, be given at least 7 days' notice in writing of any proposed change and the reason for that change. If you are dissatisfied with the new room allocated to you, you have the right within 28 days after the relocation to terminate this Agreement by giving at least 7 days' notice in writing to us and you must leave the Home at the end of the Termination Notice Period. We will work with you and (if you have one) your Resident Contact to help you find suitable alternative accommodation (either temporary or permanent).

26. PERSONAL ITEMS AND INSURANCE

26.1 You or your Resident Contact are responsible for insuring to full replacement value all personal belongings brought into the Home and

ensuring that they have your name on them. This will also include spectacles, hearing aids and items of clothing.

26.2 The Home does not accept responsibility for your personal finances (including cash) or other personal belongings and does not accept liability in relation to any loss suffered by you or your visitors in any way except in the case of negligence, fraud, breach of this Agreement or other default by us or any of our agents or our team.

26.3 The Home has a safe for small items. Items deposited must be signed in and receipted. Any items not kept in the safe are kept at your risk, except in the case of negligence, fraud, breach of this Agreement or other default by us or any of our agents or our team.

26.4 We reserve the right to refuse furniture and other items being brought into the Home if, in our opinion, they present a fire hazard, health and safety risk (for example, all items of soft furnishings brought into the Home by you or by others for you need to ones that are certified fire retardant), or disturb the peaceful enjoyment of the Home by other residents and our team. All electrical items identified to us by you will be given an electrical safety test by the Home's authorised service personnel annually at our cost. If such items fail the test they must not be used.

26.5 All your clothing must be clearly marked with your name by means of woven name tapes and it is your responsibility to ensure this or to present them to the Home's team responsible for the laundry facilities as soon as practical, so that they can label the clothing to reduce the risk of loss. We agree to provide a laundering service for garments that are machine washable, but this will not include dry cleaning or

hand washing of any item. We do not accept liability for items of clothing that are lost or damaged except in the case of negligence, fraud, breach of this Agreement or other default by us or any of our agents or our team.

27. GIFTS

27.1 Neither the Home nor any of our team are permitted to accept gifts from any of our residents. However, where gifts are given to the Home generally or to our team on a group basis, these should be handed to the Home Manager and will be logged.

28. THE SIGNING OF LEGAL DOCUMENTS

28.1 We do not authorise any of our team to sign as a witness to any legal document (other than any Admission Agreement forming part of or varying this Agreement) which relates to you or any other resident.

29. CODE OF CONDUCT

29.1 The Home is your home during your residence. It is also home to other residents and a place of work for our team. Deliberately disruptive behaviour by you or your visitors cannot be tolerated, for the protection of all residents and our team. All violence towards our team, other residents or visitors (which includes, but is not limited to, assault, aggression, intimidation and harassment of any kind, whether physical or verbal) is unacceptable and a material breach of this Agreement.

29.2 Restrictions and prohibitions on smoking, vaping and e-cigarettes are set out in policy in your 'Welcome Folder'.

29.3 Any smoking by you or your visitors in areas not permitted by our policies from time to time will be a material breach of this Agreement.

29.4 We will take appropriate action against you, or any visitor of yours to our premises, in order to protect our team and other residents, where that actions of you or your visitor breaches any of the policies referred to in this clause 29 or contained within your 'Welcome Folder'.

30. VISITING TIMES AND VISITOR BEHAVIOUR

30.1 Visits by relatives and friends are encouraged. Visiting times are unrestricted. However, all visitors must conduct themselves in such a manner as not to disturb the peaceful enjoyment of the Home by other residents.

30.2 If any of your visitors to the Home abuses or physically assaults or threatens to assault any of our residents, our team or other visitors to the Home, or they otherwise pose a real and significant danger to our residents, our team or other visitors to the Home, then, where clause 30.3 does not apply, after a reasonable risk assessment and reasonable consultation with you and your visitor concerned, if concerns about such visitor of yours continue, we shall be entitled to ban such visitor of yours from the Home.

30.3 If any of your visitors to the Home poses a significant risk of very serious harm to our residents, our team or other visitors to the Home, or in any other extreme case, then we shall be entitled to ban such visitor of yours from the Home with immediate effect and without going through the risk assessment and consultation processes referred to in clause 30.2.

- 30.4 If you or the relevant visitor of yours to the Home disputes or wishes to appeal our decision to ban such visitor from the Home you or such visitor may challenge that decision by bringing a complaint under the complaints procedure referred to in clause 2 and/or use the alternative dispute procedure under clause 33.
- 30.5 We shall also keep under regular review any decision to ban any of your visitors from the Home.

31. PETS

- 31.1 Pets may only be brought into the Home with prior agreement of the Home Manager. In this event, all the costs of caring for and feeding your pets must be borne by you. A risk assessment may be required.

32. VARIATION OF TERMS AND POLICIES

- 32.1 As well as our rights to alter fees under clause 9, we shall have the right to vary:
- 32.1.1 these Terms and Conditions; and/
or
- 32.1.2 any of the policies contained within your 'Welcome Folder',
from time to time;
- 32.1.3 if it is necessary to do so to give effect to any change in law or regulatory rules affecting the care home sector (an example of such changes, but not the only one, could be changes to health and safety laws); or
- 32.1.4 to improve our services to you at the Home.

- 32.2 When making any variation under clause 32.1:

- 32.2.1 we will always act reasonably;
and

- 32.2.2 we will consult with you and (if you have one) your Resident Contact before implementing any variation under clause 32.1 and give you and (if it may affect any 3rd Party Contributor, any 3rd Party Top-Up Payer or any Guarantor) any affected 3rd Party Contributor, any affected 3rd Party Top-Up Payer and any affected Guarantor at least 42 days' notice in writing (including a statement of the reasons for any such change). The relevant change will take effect on the date notified unless, before that date, you give us 28 days' notice in writing to terminate this Agreement in accordance with clause 13.1 and leave the Home by the end of that 28 day period. We will work with you and (if you have one) your Resident Contact to help you find suitable alternative accommodation (either temporary or permanent).

33. ALTERNATIVE DISPUTE RESOLUTION

- 33.1 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it without the parties to the dispute having to go to court.
- 33.2 If:
- 33.2.1 you, your Resident Contact, any 3rd Party Contributor, any 3rd Party Top-Up Payer, any representative of your estate or any Guarantor wish to refer a complaint to alternative dispute resolution as referred to in clause 2.2; or
- 33.2.2 any other dispute arises in connection with this Agreement,

the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. To initiate the mediation a party must give notice in writing (an "ADR notice") to the other party or parties to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR. Unless otherwise agreed between the parties within 14 days after an ADR notice is received or given by us, the mediator will be nominated by CEDR.

- 33.3 If there is any disagreement on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties do not agree within 14 days after the date of the ADR Notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them.
- 33.4 Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice.
- 33.5 The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

34. EQUAL OPPORTUNITIES

- 34.1 We support the principle of equal opportunities and oppose all forms of unlawful discrimination, including (but not limited to) any unlawful discrimination on the grounds of colour, race, age, nationality, ethnic or national origin, sex, marital status, religion, sexual orientation or disability.

35. NOTICES

- 35.1 Any notice under this Agreement may be validly given by hand delivery or by special delivery post.

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