

TERMS AND CONDITIONS
FOR RESIDENCE
2019



UPDATED SEPTEMBER 2019

About this document

The acceptance of an individual to take up residence at Harbour House means that we are committed to provide the highest standards and care for you.

In order for us to do this, we have to maintain an extensive establishment cost and therefore we have to define the relationship in business terms.

This document is important as it is your contract with Harbour House. You or your representative should read it carefully as it is a legally binding document. You may wish to seek legal advice as it is essential that you have both read and understood these terms and conditions before you enter into this agreement.

This document sets out Harbour Houses' general terms and conditions that will apply if you do decide to move into our home. On occasion, we will make amendments to our terms and conditions to reflect latest legislation or any circumstances that affect Harbour House and that way in which it operates. We will always give you at least one month's notice of any changes or amendments to our terms and conditions.

To ensure that we can continue to provide high standards of care we need to maintain and extensive infrastructure at substantial financial cost and therefore it is important to define the relationship in contractual terms. These terms are intended to protect you and Harbour House from any misunderstandings.

Important information for representatives of residents

If you are the representative of a resident and sign the residents' admission agreement on the residents' behalf, the terms and conditions in this document will apply to you in the same way as they apply to the resident. You will be personally bound by these terms and conditions unless you have signed the admission agreement in the capacity of:

- The residents legal appointed attorney under either an enduring power of attorney or a lasting power of attorney and that power of attorney remains valid or
- The residents' legal appointed receiver.

If you are the residents' legal appointed attorney or receiver at the time of signing the admission agreement, it is your responsibility to ensure that your appointment remains legal and valid (for example by registering an unregistered enduring power of attorney at the time it becomes registrable). If your appointment as the residents' attorney or receiver ceases to be valid, you will immediately become responsible for the residents obligations under these terms and conditions.

Resident's terms and conditions

The following consists of an agreement made between West Bay Housing Society Limited, Harbour House, George Street, West Bay, Bridport, Dorset, DT6 4EY as a registered care provider and _____ as an individual who has applied to live in Harbour House.

Power of Attorney details _____

This document sets out the respective rights and responsibilities of us, the staff and management of Harbour House and you, _____, relating to your residence in Harbour House.

Harbour House aims at all times to achieve compliance with its registration conditions and Care Quality Commission (CQC) requirements. Our philosophy and aims and how we provide our services are fully explained in our Statement of Purpose and Home Information Pack, which have been given to you.

We recognise that providing good care is a co-operative process and we will attempt to consult you and, where appropriate, your relatives, friends and representatives, at all times and as fully as possible about any proposed changes to your contract or terms and conditions. You are welcome to discuss your contract or terms and conditions with us at any time.

Accommodation to be occupied by resident and facilities included

We are able to offer you a single room with en suite facilities. Your room is your own and will be treated as your own private space. We will only ever modify how you decide it should be arranged in order to comply with specific regulations e.g. fire, health and safety, infection control. You are welcome to bring to your room any personal items and furniture that can be practically and safely installed.

For our part we undertake to provide you with the following items:

- a mirrored wardrobe and drawers
- two accessible double electric sockets
- a wet room with hand basin, shower and toilet
- a carpeted floor
- a lockable cabinet for your medication, money and valuables
- keys to the room.

If you have any problems with the accommodation available we will consider any reasonable request to find an alternative if available. Also in the event of you wishing to share a room with a friend or partner we would consider moving you to either more appropriate or suitable accommodation if it becomes available.

Personal possessions

You are encouraged to have your own personal possessions in Harbour House and in your room, subject to health and safety and fire risk assessments.

If you have items of significant value it is advisable that you keep them safe in your own lockable cabinet depending on their value and importance to you. Our staff will attempt to provide security for your possessions, but no responsibility can be accepted for items you keep in your own room. You must also take responsibility for insuring these items.

All clothing should be marked with your name. Harbour House will make every effort to prevent damage to clothing.

Insurance

Harbour House is properly insured by Howden UK Group Limited, part of the Hyperion Insurance Group and we can guide you on insurance cover for personal property.

Fees

An initial deposit of £1000.00 is payable once you have been assessed as a suitable resident at Harbour House. This deposit has a non-refundable amount of £250.00 for room refurbishment upon leaving. The remaining £750.00 is put towards your first months' fees once you have moved into Harbour House.

The resident is responsible for the full payment of fees.

The monthly amount we charge for your accommodation and the services provided by Harbour House are £ _____

Fees are payable one month in advance by cheque, standing order, bank transfer or cash.

Fees for periods of less than a week are calculated at a daily rate of 1/7 of the weekly fee, with part days calculated at the full daily rate.

We understand that the fees will be paid as follows.

- You will be responsible for making these payments yourself.

Your methods of payment will be as follows:

- cheque/cash/standing order/bank transfer/other method from you

Fee Reviews on a Change of Circumstances

We will try to give you at least one months' notice in advance of any changes to your care services and we will charge the new fees from the same date on which we make the changes to your care package.

It may be necessary (in circumstances where this is significant, immediate and otherwise avoidable risk to the residents health) to make changes more quickly to ensure your health, safety and personal well-being. If we need to make changes on shorter notice, we will charge the new fees from 7 days after the date on which we make the changes to your care package or on shorter notice (with your consent). In all circumstances, we will give you as much notice as reasonably possible of the changes and the impact this has upon your fees.

If we have implemented a change on shorter notice and you do not agree to the proposed changes you can choose to leave the home without giving us full notice, without having to pay the increased fee.

Annual Fee Increases

Provided there are no changes to your needs or the services you require, your fee is fixed up to 31st August each year. We will review and increase the fee once a year in September in line with Consumer Price Index plus Housing (CPIH).

For example, where your fee is £1000.00 per week and the (CIPH) for the previous 12 months is 5% then, after the 1st September, your fee would increase by £50.00 per week and your new fee would be £1050.00 per week. This equates to an increase of £2600.00 over the year.

You can find a link to recent percentage changes in (CIPH) from the Office of National Statistics at <https://www.ons.gov.uk/> or by asking the Home Manager, Anna Knight.

We will write to you by the end of July each year to confirm the changes arising from our annual review and the new rates which will apply from 1st September each year. This review is separate to any change in your fee which occurs because of a change in your individual care needs.

We understand the fees will be paid as follows:

You will be responsible for making these payments yourself

Your methods of payments will be as follows:

Cheque/standing order/bank transfer/other methods agreed

It is important that, in the event of your savings being reduced to a level whereby you qualify for local authority funding support, you tell us so that we can arrange for a reassessment of your means to pay your charges. In the event of you qualifying for local authority funding support we will review your agreement/terms and conditions in the light of any changes regarding your financial situation. You will remain responsible for any top up fee to ensure your total monthly fee is paid in full. Harbour House is unable to supplement fees and will carefully consider terminating the Local Authorities/resident's agreement should the fees not be paid in full on a monthly basis.

Description of care and services (including food) covered by fee

We undertake within the fees that have been agreed to provide you with:

- your room and accommodation.
- heating and lighting.
- three main meals each day, with mid-morning, mid-afternoon and late-night drinks and snacks. Food and refreshment is available to all residents 24 hours per day.
- facilities for making drinks and refreshments at any time.
- laundry undertaken on the premises/access to laundry facilities for those wishing to do their own.
- access to TV and lounge/diner available to all residents.
- care and support from staff to help you with any difficulties you may have in daily living, as recorded and agreed on your plan of care.
- access to, and use of, the aids and appliances available in Harbour House, which are used according to individual needs such as hoist, lift, occasional use of wheelchairs.
- access to a mobile dental service and treatment on a quarterly basis.
- access to the Harbour House vehicle for group activity trips and visits.

Additional services (including food and equipment) to be paid for over and above those included in the fees

The fees do not include:

- the cost of any daily papers and similar items that you may wish to purchase
- hairdressing charges if you use the service of the hairdresser(s) who comes to Harbour House.
- private telephone lines and associated charges.

- costs of special outings and events, e.g. holidays or theatre trips, which may be organised for residents or to which you are invited.
- any health services that you decide to purchase privately or that are not covered by the normal national health services to which you are entitled such as chiropody or opticians, etc.
- travel costs if for example you decide to use the Harbour House vehicle, public or private transport for social reasons, making visits etc.
- travel costs to G.P., hospital appointments or personal visits in either the Harbour House vehicle or a staff member's personal vehicle (charged at 0.45p per mile).
- the costs of any additional aids and appliances that you seek to purchase for your own comfort and that are additional to that to which you are entitled from health and social services.

If you are away from Harbour House, e.g. on holiday or in hospital, you may seek a reduction of £5.00 per day for the meal charges for that period.

We aim to keep your room empty and secure during any temporary absence.

If it appears that you may not be able, or do not wish, to return to Harbour House for whatever reason after such an absence we will consider whether the contract should be terminated and the normal notice period of one month will apply once the decision has been taken. We will always seek to ensure that any such termination was by mutual consent.

Our charges when you leave Harbour House

When you leave Harbour House, for whatever reason, our charges are payable in full for one calendar month from the date you give us written notice.

In the event of your death this agreement will end and we will charge the fees (calculated on a daily basis) until your room is cleared for up to a maximum of 10 days. We will not charge you for any days where another resident has moved into the room.

If friends or relatives need longer than 10 days to make arrangements, they can discuss this with the manager and agree an extension (in writing).

What We Ask Of You

Whenever a group of people live together in a community, for example in Harbour House, it is important for the smooth running of the home and for the comfort and happiness of all residents that some simple rules are observed by everyone.

These rules are intended to implement the homes statutory obligations or for the general comfort of all residents. The following are examples of some of the rules with which we would ask you to comply:

- Fire Precautions. We have to comply with the various fire regulations and the recommendations of the local fire authority. Residents must co-operate with us in this respect and may also be required to participate in fire evacuation and other procedures.
- Smoking. For safety reasons you are not permitted to smoke in your room or within Harbour House without prior authorisation. The manager will advise you of the arrangements that apply if you wish to smoke in the grounds.
- Gifts and bequests to members of staff. We operate a rule whereby our staff are not permitted to accept gifts or bequests from residents. We ask you, therefore, not to offer gifts or make bequests to members of staff. If you would like to show your appreciation in some way, you should discuss this with the Manager.
- The signing of legal documents. Our staff are not permitted to sign as a witness to any legal document that relates to you.
- Taking care of your personal possessions (including clothing). We cannot accept liability for items of clothing and other personal possessions that become lost or damaged unless we are at fault. We ask that you keep all items of your clothing properly labelled with your name.

Trial period

Your residence in Harbour House for the first four weeks is on a trial basis, so that if during or at the end of the period either you or Harbour House's management regard the arrangement as unsatisfactory for the long term the agreement may be terminated with reasonable notice from either side.

Permanent residence

Once it is decided that you will stay following the initial period, we will continue to provide you with your accommodation, care and support services for as long as you need, taking into consideration our capacity and abilities to meet your needs satisfactorily. By this, Harbour House is not able to provide nursing care or support significant mental health or cognitive needs.

Circumstances in Which You May be Asked to Leave

Either party to the agreement shall be given a normal period of notice of one month unless this is waived or is inappropriate.

Some examples where termination of residence is appropriate include the following:

Your care needs are different from those normally supplied by us.

A doctor advises different care for you.

Fees are not paid in accordance with the contract.

You display unsuitable or disruptive behaviour

Your presence in the home causes a risk to the health and welfare of yourself and/or other residents.

Your family or a friend(s) cause unnecessary distress to either residents or staff at Harbour House despite being asked to cease.

Data Protection

In order to care for you we need to hold certain records about you. You (or your attorneys) signature on your contract with us constitutes your express consent for us to hold this information and use it for the purpose of caring for you. You have the right under the Data Protection Act to ask to see a record of the information we hold about you. We will comply with our obligations under the Act to respond to your request within the prescribed period.

Signatures

Resident:	
Date:	
Power of Attorney:	
Date:	
Registered Manager:	
Date:	