

Terms and conditions for residence in a West Bay Housing Society Ltd care home



Updated February 2024

PART A

1. ABOUT THIS DOCUMENT

- 1.1 This document together with your Admission Agreement is important as they make up your contract with West Bay Housing Society Ltd (“we”/“our”/“us”). You should read it carefully as it is legally binding. You may like to seek independent legal advice as it is important that you have read and understood these terms and conditions before entering into this agreement. These terms are intended to protect you and us from any misunderstandings and are for our mutual benefit.
- 1.2 This document sets out our general terms and conditions that will apply when you move into our care home. We shall be entitled to make modifications to these terms and conditions to reflect new health and safety laws or sector regulations, or to improve the service that we provide to you. In all cases, we will consult with you about proposed changes and provide you with at least 28 days’ notice before any modification takes effect. If you object to any modifications, you have the right to terminate this agreement without penalty.

PART A and **PART B** of these terms and conditions apply to all residents. **PART C** only applies to privately funded residents. **PART D** only applies to those residents whose fees are paid in full or in part by a public body.

2. SUMMARY OF KEY TERMS

- 2.1 Below is a summary of some of the important terms in this contract. However, this summary does not include all of the contract terms and it is important that you read the contract in full.
- 2.2 **Representative liability:** If you are a representative of a resident and sign this agreement on their behalf, you will be liable to pay our fees if these are unpaid (unless you sign as the resident’s legal attorney or deputy).
- 2.3 **Additional chargeable services:** Our fees do not include personal items such as clothing, newspapers/magazines, toiletries; hairdressing; special outings / trips; a private telephone, private internet, or television subscriptions; chiropody; medications; continence aids; optician; or other privately arranged healthcare; taxi and other travel costs; or one to one support to attend external appointments.

- 2.4 If you need to go to an external appointment or hospital appointment and require a member of staff to accompany you, you will be charged at our published hourly resident escort rate. Any external transport costs will be charged at cost.
- 2.5 **Pets:** We may allow caged pets, for example budgies, fish or hamster. Accepting a pet is at the discretion of the Home Manager following a risk assessment.
- 2.6 **Trial periods:** The first four weeks of residency are a trial period where either one of us may terminate the agreement by providing the other with seven days' notice.
- 2.7 **Change of needs:** if despite reasonable adjustments, your needs exceed those the home can provide, you may need to leave the home. The Home Manager will explain to you and your relatives or representatives the type of care arrangements that you need and assistance will be given in making alternative arrangements for your future care.
- 2.8 **Reservation deposit:** we require a reservation deposit in the sum of £1000 to protect us against the risk of late cancellation.
- 2.9 **Notice periods:** you will normally be required to give us 28 days' notice if you choose to leave the home.
- 2.10 If we require you to leave the home (e.g. if we can't meet your needs, if you provide inaccurate medical history, if you withhold medical information necessary to meet your assessed needs, if you behave in a way that seriously affects other residents or staff, if you do not pay our fees and these remain unpaid for a period of three months, or if the home needs to close), we will give you 28 days' notice unless it is not possible to do so.
- 2.11 **Our charges:** are set out in the Admission Agreement and are payable monthly in advance on the first day of each month. These will be reviewed annually and will be adjusted from 1st September each year taking into account changes in the Consumer Prices Index including housing costs (CPIH) and the National Living Wage (NLW).
- 2.12 Our fees may also change if the level of care you require changes.
- 2.13 If changes to our fees are due to circumstances beyond your control, you will be able to leave the home without penalty and any fees paid in advance will be refunded to you.
- 2.14 **Fees after death:** our fees will remain payable until your possessions are removed from your room, up to and including 10 days after the date of your death. If your possessions have not been removed from the room after a period of 10 days they will be moved into storage, storage charges will apply in full until all your personal possessions are collected or disposed of. If the

room is cleared in less than 10 days, you will be refunded any sums in respect of days after your possessions have been removed.

- 2.15 **Temporary absences:** If you are away from the care home (for example, because you are in hospital) your room will be reserved for you. During the first full week of absence your fees will continue to be payable in full. After that, your fees will be reduced by 10%. If you are absent from the home for a continuous period of 6 weeks, we will consult with you and your nominated representative to seek agreement regarding the further retention of your room.
- 2.16 **Complaints policy:** a copy of our complaints policy can be obtained from the Home Manager.
- 2.17 **Liability for our fees:** In some cases, a public body (local authority or ICB) may agree to fund your care fees because you meet certain eligibility criteria. Unless a public body have agreed to fund your care, you (the Resident) will have a privately funded placement. This means that you (the Resident), or a representative if they have entered this agreement in their personal capacity (see clause 3), will be personally liable for the cost of your care. If a third party, such as a relative or organisation, agrees to pay your fees on your behalf, that arrangement will be between you and the third party, however the liability for the payment of the fees remains with the private resident/ their representative. If the third party stops paying in these circumstances, the Resident or their representative will continue to be liable for payment of any outstanding fees and ongoing future fees. If you are unable or unwilling to pay these sums, we may ask you to move to leave the home in accordance with the notice period set out in clause 2.9.
- 2.18 **Local authority funding:** We ask you to provide us with six months' notice if you are likely to become eligible for local authority funding. We also ask that you inform us how long you will be able to pay our fees before you become eligible for local authority funding. You may be asked by the local authority to make a client contribution to your fees. A third party may be asked to make a Top Up contribution to our fees (to the extent that these are not covered by the local authority). If you are unable or unwilling to make either contribution, we may ask you to move to a lower cost room or to leave the home.
- 2.19 **NHS Continuing Healthcare Funding:** If you become eligible for our fees to be paid by the NHS (for example Fast Track funding), you may be asked to make a contribution towards any enhanced accommodation or additional services you choose to receive, which are not covered by the NHS. If the sum paid by the NHS is less than the cost of your room, we may ask you to move to a lower cost room or to leave the home.

3. IMPORTANT INFORMATION FOR REPRESENTATIVES OF RESIDENTS

- 3.1 If you are the representative of a resident and sign the resident's Admission Agreement on the resident's behalf, the requirement to pay our fees detailed

on the Admission Agreement will apply to you in the same way as it applies to the resident. You will be personally bound by this requirement unless you have signed the Admission Agreement in the capacity of:

3.1.1 the resident's validly appointed attorney under either an enduring or lasting power of attorney and that power of attorney remains valid; or

3.1.2 the resident's validly appointed deputy.

3.2 If you are the resident's validly appointed attorney or deputy at the time of signing the Admission Agreement, it is your responsibility to ensure that your appointment remains valid (for example by registering an unregistered enduring power of attorney at the time it becomes registrable). If your appointment as the resident's attorney or deputy ceases to be valid, you will become personally responsible for the resident's obligation to pay our fees.

PART B

THIS SECTION APPLIES TO ALL RESIDENTS

4. SERVICES COVERED BY OUR CHARGES (NO ADDITIONAL PAYMENT REQUIRED)

4.1 Services include:

- 4.1.1 Full board and accommodation in a room for your exclusive use (unless you are due to occupy a shared room); We supply built in wardrobe, hospital bed and a small kitchenette.
- 4.1.2 Heating and lighting;
- 4.1.3 A choice of meals at the three main daily mealtimes, plus snacks and drinks. We can also cater for some special dietary requirements;
- 4.1.4 Facilities to make drinks and refreshments in your room following a Risk Assessment.
- 4.1.5 Full use of the communal areas and gardens in the home;
- 4.1.6 The opportunity to join in with activities run by the home and the use of recreational facilities (you may be asked to make a financial contribution to the cost of some excursions);
- 4.1.7 Access to communal spaces including the lounge/diner and access to the communal TV;
- 4.1.8 Access to the internet and a TV in your bedroom, including any licence required;
- 4.1.9 The provision of your reasonable personal care needs. For example, assistance with washing, bathing, medication and other personal services, as reasonably required and as agreed in your plan of care. Staff are on duty throughout the day and night to assist you;
- 4.1.10 Housekeeping and laundry undertaken on the premises, excluding dry cleaning. Access to laundry facilities, subject to a risk assessment for those wishing to complete their own laundry.
- 4.1.11 Assistance to access and liaison with your GP, social worker, district nurse, dentist, chiropodist and other professionals. However, you will be required to directly meet any charge that any of these professionals make.

5. ADDITIONAL CHARGEABLE SERVICES

5.1 The following extra items and services are not covered by our charges. You will be responsible for arranging and paying for these extra items and services but assistance with actually making the purchases may be available by arrangement with the Home Manager, if required.

5.1.1 all personal items such as clothing, newspapers/magazines, and toiletries;

5.1.2 Hairdressing;

5.1.3 Special trips / outings;

5.1.4 Installation provision and maintenance of a private telephone, internet or television service in your bedroom;

5.1.5 Travel costs using the Harbour House vehicle are charged at the published HMRC rates per business mile;

5.1.6 Accompanying you to external appointments (see Clause 6);

5.1.7 Any additional aids or appliances you seek to purchase for your own comfort which are in addition to that which are available to you from health or social services.

5.2 In the absence of free provision by the NHS, the following items and services must also be paid directly by you:

5.2.1 Chiropody;

5.2.2 Medications;

5.2.3 Continence aids;

5.2.4 Opticians;

5.2.5 Hearing aids;

5.2.6 Physiotherapy; and

5.2.7 Other privately arranged healthcare.

6. EXTERNAL APPOINTMENTS

6.1 If you require an emergency visit to the hospital or an external clinic, we can arrange for you to be taken in an ambulance or another appropriate vehicle.

6.2 Where a visit to a hospital or external clinic is a non-emergency/pre-arranged appointment, you shall be responsible for arranging your own transportation and ensuring that you are suitably accompanied to your relevant appointment.

If you require support to make these arrangements please speak to the Home Manager.

- 6.3 If your appointment was booked by us and no one else is available to accompany you to the appointment, we can arrange for a member of staff to accompany you for an additional fee as shown on the additional charges sheet displayed in the Home. Any additional costs for transport (for example, taxi fares) must also be paid for by you.

7. ACCIDENTS

- 7.1 We will notify your relatives or representative(s) of any accidents, injuries, or illness sustained by you, when appropriate with your consent, and all incidents will be recorded.

8. PERSONAL POSSESSIONS AND PETS

- 8.1 We make every effort to provide a secure environment but cannot take responsibility for loss or damage to personal effects brought into the home, unless such loss or damage occurs as a result of our act or omission.
- 8.2 Subject to the prior agreement of the Home Manager, you can bring some personal possessions with you in order to make your room as personal as you wish (provided that any furniture and electrical items comply with relevant fire and health and safety regulations and our policies).
- 8.3 If you wish to bring any electrical items with you, or any items of furniture, you should discuss and agree this with the Home Manager. All electrical items must be PAT tested by the home prior to use in the home.
- 8.4 All items of personal property and valuables brought into the home must be reported to the Home Manager. You or your representative will be required to complete and sign an inventory of the items that you bring with you.
- 8.5 We reserve the right to immediately withdraw from use any electrical item belonging to you which is reasonably considered by the Home Manager to be unsafe.
- 8.6 The home's insurance policy provides cover for residents' household goods at the premises of Harbour House and are limited to £1000 worth of your possessions, pedal cycles £250 and personal money to any one person £100. A policy excess of £50.00 is applicable on each individual claim which will be payable by you if you make a claim on the home's insurance. You should arrange and pay for your own insurance for any items you intend to store in the home that are valued above £50 or are specifically excluded from the home's policy.
- 8.7 In certain circumstances you may be able to bring your pet with you to live at the home. If you wish to bring a pet with you, you must discuss this with the

Home Manager. You must be able to look after your pet yourself and your pet must be able to be contained in a cage or tank safely in your room. You will be responsible for the cost of their food and any veterinary costs.

- 8.8 When you leave the home, for whatever reason, or if you die, you or your representatives will be responsible for the removal of your personal possessions and our charges will continue to be payable in full until all of your personal possessions are removed. If you or your representatives are unable to remove your possessions within 10 days of you leaving the home, you or your representatives may request an extension in writing from the Home Manager. However, our storage charges only will continue to be payable in full until all of your personal possessions are removed. The storage fees payable will be Harbour House daily fee rate. Should it be necessary for us to store your possessions and these remain uncollected after a period of three months, your possessions will either be disposed of or given to charity and we will provide you or your representatives with notice of our intention 28 days in advance.
- 8.9 If you are privately funding your care, our charges will cease and any payments in advance will be refunded to you for any period of time that your room is occupied by another resident.
- 8.10 If you receive funding from the local authority or through NHS Continuing Healthcare (“public funding”), our charges will cease at the same time as any public funding. Your possessions will need to be cleared from the room within this timescale otherwise storage charges in accordance with clause 8.8 will apply.

9. CHANGE OF ROOM

- 9.1 Unless expressly agreed by you, all fees are based on single occupancy of a room.
- 9.2 Although unlikely, it is possible that you might have to move to an alternative room. This may occur, for example, if your care needs can no longer be adequately met in your existing room. We will not relocate you to a different room without your permission, except in an emergency.
- 9.3 If you wish to request an alternative room, this should be discussed with the Home Manager.
- 9.4 **Sharing a room:** In the event you wish to share a room with a friend or partner, this should be discussed with the Home Manager, a new Admission Agreement will need to be agreed prior to the move. Each person sharing a room will be required to enter into an Admission Agreement.
- 9.5 In the event that a shared room becomes single occupancy we reserve the right to amend the fee to reflect single occupancy of a large room with 28 days’ notice. If you do not wish to accept the charge that applies to your room

as a single occupant we will, if possible, offer you an alternative room at a lower charge. If there is no such alternative room that we can offer you, or if you decline the alternative room offered then, with regret, we may ask you to leave the home.

9.6 **Privately Funded Residents:** Our charges vary according to your care needs.

9.7 **Publicly Funded Residents:** If for any reason the amount that we receive from the local authority/the NHS (the “public funding body”) and from you and/or any third party (if applicable) is less than the charge that applies for your room we will, if possible and in consultation with you and the public funding body, offer you an alternative room at a lower charge that is covered by the amount we receive. If there is no such alternative room that we can offer you, or if you decline the alternative room offered then, with regret, we may ask you to leave the home. In these circumstances, the public funding body would assist you to move to another home.

10. CARE PLANS

10.1 On your admission to the home, the Home Manager / Heads of Care or a carer will establish your Care Plan which will be reviewed at regular intervals throughout your stay. We will keep a record of your relevant medical information and will endeavour to provide you with a service in accordance with your wishes, including your social, religious, and cultural traditions. Changes in the level of care you require may result in an increase in your weekly fee as explained in whichever of Parts C or D applies to you.

11. RIGHTS OF RESIDENCY

11.1 Your residence in the home does not give you a tenancy or an assured tenancy under the Housing Act 1988, neither does it create or imply any right to security of tenure. You will be allocated a room prior to admission which you will occupy as a licensee only. If we do need to move you to a different room (for example, because of health and safety reasons, or because the room is no longer appropriate to meet your needs) we will give you at least 28 days’ notice and will only move you with your permission (unless in the case of an emergency). If the move is unacceptable to you, you will have the right to terminate your contract with us with immediate effect and without penalty, but this will mean that you will have to leave the home.

11.2 We have, and require, full, free, and unrestricted access to your room in order, amongst other things, to provide the services referred to in this document.

12. TRIAL PERIOD

12.1 Once you have moved into a home, it is important that you are able to decide if your chosen home is the right one for you; the first 4 weeks are really a trial

period to enable you to make sure you have made the correct decision. During the trial period, you are not under any obligation to stay if you do not feel the home is right for you. If this is the case, you will be required to give at least one week's written notice of the date on which you will be leaving. Similarly, we may terminate the agreement during this period if it becomes clear that we cannot provide you with the level of care that your needs require, and we will provide you with at least one week's notice. If you are privately funded, any fees that you have paid for any period beyond the expiry of the notice period (or the date of your departure, if later) will be refunded to you. Where you leave the home before the end of the notice period and we are able to re-allocate your room to someone else before that period expires, we will refund any payments that you have made for the period following re-allocation. Please refer to paragraph 8.8 for details as to how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

13. WHAT WE ASK OF YOU

- 13.1 Whenever a group of people live together in a community, such as our home, 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 will always be reasonable and are made either to implement the home's statutory obligations or for the general comfort of all residents (they are not made for the convenience of the home and its staff).
- 13.2 We therefore ask that you familiarise yourself with our general rules and regulations which are displayed in the home and appended to this agreement. The following are examples of some of our rules with which you are required to comply:
- 13.3 **Smoking** – our home is a non-smoking environment. However, if you wish to smoke, the Home Manager will advise you of the arrangements that apply to smoke outside of the home.
- 13.4 **Fire safety measures** – for your own safety and that of other residents you are required to observe the home's fire regulations. You may also be required to participate in practice fire evacuation drills.
- 13.5 **Keeping your medication in the locked cupboard** – the home is required to ensure that all medication is kept in a locked cupboard. If you are able and wish to administer your own medication, we are happy for you to do so. However, you are required to ensure that your medication is always kept in the locked medication cupboard.
- 13.6 **Gifts and bequests to members of staff** – the home operates a strict rule whereby the home's staff are **not** permitted to accept gifts or bequests from residents and/or their relatives and representatives. 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 Home Manager.

13.7 **The signing of legal documents** – the home's staff are not permitted to sign as a witness to any legal documentation that relates to you.

13.8 **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 this is as a result of our act or omission. We ask that you keep all items of your clothing properly labelled with your name. This is a simple precaution that will minimise the risk of your clothing being mislaid or lost.

14. VISITORS AND RESPONSIBILITY FOR DAMAGE

14.1 Visitors must comply with our general rules which are displayed in the home and appended to this agreement.

14.2 Any intentional damage caused by you or your visitors to the home's furniture, fabrics or fittings will be charged to you at the replacement cost.

14.3 Should we feel that the behaviour of your visitors is such that it poses a real or significant danger to our residents, staff or other visitors, we may ask your visitor(s) to leave and may prevent any future visits from taking place. This decision will only be made after a thorough risk assessment and appropriate consultation with you and/or your representative and the visitor concerned. Such decision will be kept under regular review and will be subject to an internal appeal mechanism whereby you and/or your visitor(s) will be able to dispute our decision.

15. REQUIREMENT FOR A RESERVATION DEPOSIT

15.1 If you are a privately funded resident, should you decide to move to the home, you will be required to pay a reservation deposit in the sum of £1000 to reserve the room for you. This amount is required to protect us against the risk of late cancellation and during this period the room is reserved for you. The reservation deposit will only be retained if you later change your mind and we are unable to re-allocate the room to someone else. In the event that you die before admission, the deposit will be returned within 28 days. In the event that you are unable to move into the home for circumstances beyond your control (for example, if your care needs change before you are admitted) the deposit will be refunded to you within 28 days.

15.2 Once you have moved in, the £1000 reservation deposit will be credited towards the first months fees. You will be advised by way of invoice of the balance due for the first month and then full fees are charged from the following month.

16. IF YOU CHOOSE TO LEAVE THE HOME

- 16.1 If you decide, for any reason, that you no longer wish to live in the home you will be required to give us at least 28 days' written notice of the date on which you will be leaving. If you have lived at the home for less than a month and are in the trial period, you will only be required to provide seven days' notice. Notice should be hand delivered to the Registered Manager or sent by post to the home's address. Those of our charges that you or a third party are responsible for remain payable in full up to and including the end of the notice period or, if later, the date that you leave the home. Any fees paid in advance for the period beyond expiry of the notice period or for any time that the room becomes occupied by another resident before expiry of the notice period, will be refunded to you. If you receive funding from the local authority or through NHS Continuing Healthcare ("public funding"), our charges will cease at the same time as any public funding. Please also refer to paragraph 8.8 for details of how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

17. IF YOU DIE WHILST RESIDENT IN THE HOME

- 17.1 If you die whilst living in our home, our fees will remain payable up to and including the third full day after the date of your death, or (if later) until the date that your possessions are removed from your room up to ten days after death. We will refund to you any remaining fees you have paid beyond this date within 28 days and you will not be charged for any period of time that another resident occupies the room or for any period of time after any Local Authority or NHS Continuing Healthcare funding (if applicable) has ceased. If your possessions have not been removed after a period of ten days, you will no longer be charged for the cost of your room. However, your possessions will be removed by us to enable the room to be used by another resident. If your representatives are unable to remove your possessions within ten days of your death, your representatives may request an extension in writing from the Home Manager, consent to which will not be unreasonably withheld. However, storage charges only will continue to be payable in full after the end of the ten days until all of your personal possessions are removed. The storage fees payable will be £50.00 per day. Should it be necessary for us to store your possessions and they remain uncollected after a period of three months, your possessions will either be disposed of or given to charity and we will provide your representatives with notice of our intention 28 days in advance.

18. NON-FINANCIAL CIRCUMSTANCES IN WHICH YOU MAY BE ASKED TO LEAVE

- 18.1 **Your care needs:** Unfortunately, there may be some circumstances where we ask you to leave the home as we are unable to meet your needs, for example; because of a needs change, you have provided inaccurate medical history, you withhold medical information necessary to meet your assessed

needs. We will give you 28 days' notice unless it is not possible to do so. We hope we can accommodate all our residents' needs, including end of life care. We regret that we are unable to provide nursing care or support significant mental health or cognitive needs. If, despite reasonable adjustments, your needs exceed those the home can provide, the Home Manager will explain to you and your relatives or representatives the type of care arrangements that you need and assistance will be given in making alternative arrangements for your future care. The decision to move you from the home will only be made following consultation with you, your family and relevant health professionals. However, where any necessary end of life nursing care can be provided by the District Nursing team, (including where funding is provided by CHC) we will endeavour to support your ongoing needs. Where there is a shortfall between the amount paid by the ICB for CHC and our fees we reserve the right to ask you to leave the home. In this event you will be given at least 28 days' notice.

If it becomes impossible for you to stay in the home and immediate action is necessary (for example, because of a rapid deterioration in your health which means we can no longer meet your needs), a shorter notice period may be provided but we, together with the local authority or ICB, will provide you with support and assistance to help you find suitable alternative accommodation.

If you leave the home in these circumstances, you will be responsible for payment of our fees (less any amount paid for thorough any public funding) and settling any additional charges up to and including the day you leave. Any amount you have paid in advance will be refunded to you for the period of time after you have left the home and for the period of time that any public funding (if applicable) has ceased.

Please refer to paragraph 8.8 for details of how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

- 18.2 **Behaviour:** If you persistently behave in a way that seriously affects the wellbeing of other residents and staff in the home, we may consider that it will be in your best interests and in the best interests of the home for you to leave. Before asking you to leave, we will make all reasonable efforts to address and manage detrimental behaviour and consult with you and your representatives to ensure you understand that a problem has arisen and are supported to behave in a different way. Where we ask you to leave, we will provide you and your representatives with 28 days' written notice, or this notice period maybe of shorter period of time should there be a risk to the home, but we will work with you to help you find suitable alternative accommodation. As above, you will be responsible for payment of our fees (less any amount paid for you by public funding) and settling any additional charges up to and including the date you leave. Any amount paid in advance will be refunded to you for the

period of time after you have left the home and for the period of time that any public funding (if applicable) has ceased.

18.3 Please refer to paragraph 8.8 for details of how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

18.4 **Closure of the home:** In the unlikely event that the home has to be closed in an emergency situation, you will be required to leave the home. We will give you as much notice as is reasonably possible in all the circumstances but certain emergencies may necessitate you leaving the home on immediate notice. If this were to happen the local authority (or the NHS if applicable) would be responsible for finding an alternative home but we would give you as much assistance as possible to do this. Any charges that you had paid in advance that related to the period after the date that you left would be refunded to you. If we needed to close the home for any (non-emergency) reason, we would give you at least 28 days' written notice.

19. DATA PROTECTION

19.1 In order to care for you we need to hold certain records about you. Our use of your records is regulated by the Data Protection Act 2018 and the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679). A copy of our privacy notice is attached to this agreement, which explains the type of information that we hold about you, why we need it and with whom we may share it.

20. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

20.1 Any rights that would be conferred on third parties by operation of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from any contract entered into between us and any resident, any resident's attorney or any person personally contracting with us in respect of a resident.

21. COMPLAINTS PROCEDURE

21.1 We welcome your comments, both positive and negative, regarding the service you receive. If you are in any way dissatisfied with our service and would like to register a formal complaint, it is vital you follow our Complaints Procedure to ensure we fully consider your grievance. Full details of our Complaints Procedure is displayed within the home and a copy can be obtained from the Home Manager. For further information please speak to the Home Manager.

22. RIGHT TO CANCEL

22.1 If you have not signed this agreement at the home (for example because we have visited you at your home or in hospital, or we have contracted with you

by post), you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day we enter the contract. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. discussion with us or the Home Manager or a letter sent by post or e-mail). You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

23. EFFECTS OF CANCELLATION

- 23.1 If you cancel this contract, we will reimburse to you all payments received from you less the cost of any care and accommodation we have already provided to you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. For the avoidance of doubt, if you choose to move into the home before the end of the cancellation period, you will be liable for our fees up to and including the date that you leave the home.

PART C

THIS SECTION ONLY APPLIES TO YOU IF YOU ARE A PRIVATELY FUNDED RESIDENT

24. OUR CHARGES

- 24.1 Your Monthly fees are set out in your Admission Agreement. The charge that applies to you as a resident of our home depends on your assessed care needs. Your monthly fee will be reviewed annually in July and will be effective from 1 September that year. However, we will only increase your fees to the extent that it is necessary to reflect the increases in our actual costs. When your fees are reviewed you will be given at least 28 days' written notice of any increase. At the end of the notice period the increased charge will apply.
- 24.2 Apart from our annual fee reviews, our charges will also change if the level of care you require changes demonstrably. For example if your condition deteriorates. Any increase in our charges will be based on a review of recognised accredited dependency tools, which demonstrate an increase in your care needs and a subsequent increase in our costs of providing services to you. We will consult with you and your representatives and involve you in any decision to provide you with additional care. Following this consultation, you will be given at least 28 days' written notice of any increase. Where your care needs increase significantly and unexpectedly, meaning that we need to provide you with additional care or facilities at immediate or short notice, we will consult with you and relevant professionals as appropriate and provide you with notice in writing of any increase. In these circumstances, the increase in our fees will take effect at the same time as the additional care is provided.
- 24.3 Where we give you notice to increase your fees you may either:
- 24.3.1 Take no action other than change the amount you pay, in which case the fee increase will take effect on the date notified; or
 - 24.3.2 Give us notice that you wish to leave. In this case you will have 28 days, from the date you notify us, to move out before the fee increase applies (unless it has been necessary to provide you with additional care or facilities on immediate or short notice). Any amount paid in advance will be refunded to you for the period of time after you have left the home and your room has been cleared of your belongings (whichever is the later). Please see paragraph 8.8 above in relation to removal of your belongings; or
 - 24.3.3 Ask for an independent review of our assessment of your care needs from relevant health care professional(s), revised fee level where this relates to your care needs, or both. In this case, we will suspend our

notice period until the independent review is complete, unless this is not possible (for example, if delaying providing additional care would place you or others at risk). If you are unhappy with the outcome of the review, you can still tell us you wish to leave, as above. You will be entitled to see the details of the assessments we have relied upon as part of the consultation and decision process.

- 24.4 If the local authority has agreed to pay our charges on your behalf for a temporary period while your house or flat is being sold (or for any other reason) and there is a shortfall between the amount that the local authority pays and the full amount of our charges, unless otherwise agreed, you will be asked to pay us the shortfall.
- 24.5 If you become eligible for part of our charges to be paid by the local authority but there is a shortfall between the amount that the local authority pays and the full amount of our charges, we may require a 'top-up' payment to be made, which will cover this shortfall. You, or a third party on your behalf, should agree with the local authority how this payment will be made to us. If this payment is to be made directly to us, this must be agreed with the local authority. Please also see paragraph 25.3 below. If you are likely to become eligible for local authority funding, you are required to give us six months written notice. If you or a third party cannot or are unwilling to pay all or part of the 'top-up' we reserve the right to ask you to leave the home. In this event you will be given at least 28 days' notice.
- 24.6 Where any necessary end of life nursing care can be provided by the District Nursing team, including where funding is provided by CHC we will endeavour to support your ongoing needs. Where there is a shortfall between the amount paid by the ICB for CHC and our fees, we reserve the right to ask you to leave the home. In this event you will be given at least 28 days' notice. In the event that we are not able to meet your needs clause 18.1 will apply.
- 24.7 Our charges are payable on the 1st working day of the month and are paid by standing order, by BACS payment, or by such other payment method as we may agree with you. On signing an Admission Agreement in advance of admission you will be required to the £1000 reservation deposit. Any shortfall in fees for the first month will be due on admission.
- 24.8 If our charges remain unpaid for more than 28 days after their due date for payment, we reserve the right to charge interest at the base rate of the Bank of England per annum, calculated on a daily basis from the due date up to the date of actual payment. We also reserve the right to take legal action in respect of our unpaid fees and/or ask you to leave the home.
- 24.9 Please refer to paragraph 8.8 for details of how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

25. FINANCIAL CIRCUMSTANCES IN WHICH YOU MAY BE ASKED TO LEAVE

25.1 **If our charges are not paid in full when they are due:** If you have difficulty meeting our charges, we would encourage you to discuss this with the Home Manager before you fall into arrears. If our charges are not paid at the times we have agreed with you and they remain outstanding for more than three months, we reserve the right to ask you to leave the home. In these circumstances you would be given 28 days' notice to leave the home and you will be responsible for payment of our fees (less any amount paid for you by the local authority/NHS) up to and including the date you leave. Please also note clause 2.16.

25.2 Please refer to paragraph 8.8 for details of how our charges may continue if you do not remove your personal possessions at the same time as you leave the home

25.3 **If you become eligible, and apply, for funding by the local authority:** We appreciate that there may come a time when you become eligible to apply to the local authority to pay our charges. In the event that:

25.3.1 the amount the local authority is willing to pay is less than our full charges; and

25.3.2 the shortfall is not made up on your behalf and remains outstanding for more than three months

we reserve the right to require you to leave the home. In these circumstances, you would be given at least 28 days' notice to leave the home and you will be responsible for payment of our fees (less the amount paid for you by the local authority) up to and including the date you leave.

25.4 Please refer to paragraph 8.8 for details of how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

PART D

THIS SECTION ONLY APPLIES TO YOU IF YOUR FEES ARE PAID WHOLLY OR IN PART BY A PUBLIC BODY

26. OUR CHARGES

- 26.1 Your monthly fees are set out in the Admission Agreement. The charge that applies to you as a resident depends on your assessed care needs. If a local authority is responsible for paying your fees, our contract with the local authority may provide for your weekly fees to increase, for example, because our costs of providing services to you have increased, or if your care needs increase.
- 26.2 Although a local authority contributes towards our charges in respect of your residence, the local authority's assessment of the amount of its contribution towards our charges will include an amount that you are required to contribute from your own resources (a "Service User Contribution"). We are not involved in the local authority's assessment of your contribution and if you have any queries about this you should raise them directly with your local authority.
- 26.3 It is possible that the amount that the local authority will pay towards our charges will be less than the full amount of our charges. If this is the case then a relative or another third party will be required to make up the difference (a "third party top-up payment"). You and/or the person that will be making the third party top-up payment should agree with the local authority how this payment will be made to us. If you wish to make this payment directly to us, this must be agreed with the local authority. Please note that the third party top-up payment may also increase if our weekly fees increase as detailed at paragraph 26.1 above.
- 26.4 Our charges are payable monthly in advance by standing order, by BACS payment, or by such other payment method as we may agree with you. If a third party is paying the top-up payment directly to us, an invoice in respect of any top-up payment required will be sent out to the third party during the first week of each month. The invoice will cover the top-up payment for that coming month. Invoices are payable within seven days of the date of the invoice.
- 26.5 If our charges remain unpaid for more than 28 days after their due date for payment, we reserve the right to charge interest at the base rate of the Bank of England per annum, calculated on a daily basis from the due date up to the date of actual payment. We reserve the right to take legal action in respect of our unpaid fees and/or ask you to leave the home.

26.6 Please refer to paragraph 8.8 for details of how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

27. FINANCIAL CIRCUMSTANCES IN WHICH YOU MAY BE ASKED TO LEAVE

27.1 If you or a third party (other than the local authority or ICB) pay part of our charges and these are not paid in full when they are due: If the local authority has agreed that any third party top-up payment may be made directly to us and there is difficulty meeting these charges, we would encourage you to discuss this with the Home Manager before you fall into arrears. If our charges are not paid at the times agreed and they remain outstanding for more than three months, we reserve the right to ask you to leave the home. In these circumstances we would consult with the local authority, and you would be given at least 28 days' notice to leave the home. You will be responsible for payment of our fees (less the amount paid for you by the local authority) and any additional charges up to and including the date you leave. Please see paragraph 8.8 for details as to how our charges may continue if you do not remove your personal possessions at the same time as you leave the home.

CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To West Bay Housing Society Ltd

Harbour House

George Street, West Bay Bridport

Dorset

DT6 4EY

Telephone number: 01308 423 277

Email address: finance@habourhouse-westbay.co.uk

I hereby give notice that I wish to cancel my contract with West Bay Housing Society Ltd for the provision of accommodation and care at Harbour House

Name: _____

Address: _____

Signature: _____

Date: _____