

STATEMENT OF TERMS FOR RESIDENTS

THIS AGREEMENT between Symonds Nursing Home Ltd., (Hereinafter called “the Proprietors”) and ----- (Hereinafter called “the Resident”) relates to the acceptance by the Resident of the accommodation in Symonds Residential and Nursing Care Home (Hereinafter called the “Home”).

THIS AGREEMENT represents the entire agreement between the parties and any variations hereto are only binding upon the parties if in writing and signed by the parties.

Residence and Payment of Residential Fees

1. Upon payment of the weekly charge the Proprietors undertake to provide food, light, heat, laundry and all necessary personal care as would normally be required by a Resident of a Residential Care Home.

PROVIDED ALWAYS that if for any reason beyond the Proprietors reasonable control any of the services aforesaid are unavailable for whatever cause the Resident shall only be entitled to pro rata refund of the weekly charge.

2a. The Basic weekly charge is £ ---- . Charges shall be paid a month in advance by Bankers Standing Order which it is agreed shall cover the provision of all services referred to in clause 1 above. (The condition relating to payment by Bankers Standing Order may be varied at the Proprietors discretion where satisfactory alternative arrangements are agreed.)

2b. The Resident and the Proprietors may agree a discount to reduce the Basic weekly charge. Alternatively, the Resident and the Proprietors may agree a supplement to increase the Basic weekly charge. The agreement of a discount or a supplement is not related to any increase or reduction in the level of service.

2c. The initial Net weekly charge agreed with the Resident is £ ---- per week.

2d. No refund of fees paid in advance shall be made where the Resident dies or leaves the Home suddenly for any reason whatsoever.

3a. The Resident or the third party shall, from his/her own resources and/or personal allowance pay for and provide medical requisites (other than medication by prescription), hairdresser, incontinence aids, newspapers, dry cleaning, outings, clothing, toilet requisites, telephone and items of a luxury or personal nature.

3b. The Proprietors shall not provide an escort to accompany the Resident on visits to the optician, dentist, health centre, hospital or other trips outside the Home. It is expected that the Resident's family or friends will accompany the Resident on such visits. Where the Proprietors have to provide escort duties (because the family is not available for such duties) the Proprietors will make a charge of £5.00 per hour.

4. This Agreement shall continue in force until terminated by death or by either party giving to the other written notice one month before termination. Should the Resident leave the Home without giving the required notice, payment in lieu of notice at the normal weekly rate will be required.

5. In the event of death, any fees outstanding from the Resident will be recoverable from the Third Party.

6. The Proprietors may give notice, as outlined in Clause 4 above, requiring the Resident to leave the Home under the following circumstances: -

a) Non payment of fees.

b) If, in the opinion of the Proprietors, the Home is unable to provide the degree of care and attention required by the Resident.

c). Any circumstances or behaviour that the Proprietors in its absolute discretion feel may be detrimental to the Home or welfare of the other Residents.

7. The first four weeks of admission shall be regarded as a trial period for the benefit of the Resident and the Proprietors.

8. Fees will be reviewed from time to time as determined by the Proprietors. Any increase in the fees will be as a result of inflation, the provision of additional services or as a result of statutory provisions coming into force after the date hereof or other factors beyond the control of the Proprietors. Fees are individually assessed by the Manager taking into account several factors. These include the type of room, amenities required and any other special factors.

9. The Proprietors undertake to maintain a standard of Care as required by the National Care Standards Act 2000 and the Guidelines to Registration as notified by the Care Standard Commission. If an occasion should occur where a complaint or query arises, the Proprietors will be pleased to help in any way possible. If the complaint is not resolved the Resident may wish to refer to the National Care Standards Commission (Tel: 01223 266120). Residents will also have free access to the Department's Registration Officer who will visit the Home from time to time.

Medical and Personal Requirements

10. Residents will be required, before taking up residence, to provide information to the Proprietors on the state of their health, any treatment required and the name of their medical adviser.

11. The Proprietors undertake to order, take charge of and administer all the Residents PRESCRIBED medication. The Resident undertakes to allow the Proprietors to do so and also undertakes not to use any unprescribed medication without the prior knowledge and approval of the Proprietors.

12. The Proprietors will keep a record of the Residents relevant medical information, next of kin, etc. and every effort will be made by the Proprietors and staff to keep such details confidential.

13. The Proprietors undertake to enlist the support of the National Health Services as necessary to enable the Resident to remain in the Home in the event of illness, should the Resident so wish, and unless the Resident's GP recommends alternate arrangements.

14. The Home will be abode of the Resident until a Doctor or the Resident decides otherwise. Should the Resident at any time require Hospital treatment, the Proprietors will retain the accommodation for six weeks upon full payment of the current fees. Thereafter the accommodation will be retained on payment of 90% of the current fees or notice of termination of this Agreement assumed.

15. Residents are free to journey out alone at their own risk whenever they wish. However, the Proprietors would ask to be informed of any absences for purposes of preparation of meals, safety etc. The Proprietors will not be responsible for the safety of Residents outside the Home.

16. All electrical items brought by Residents on admission or during occupation of the Care Home shall be first inspected as to their safety by the Proprietors before their use.

17. At the discretion of the Proprietors, items of furniture may be brought in by the Resident, subject to inspection as to condition and defects liable to render the article unsafe or unfit. Transportation, insurance and eventual removal of such items shall be the Resident's responsibility or that of their next of kin.

18. The facilities of the home shall include unrestricted use of the Resident's bedroom, lounges and other communal rooms, bathrooms, gardens and all other amenities of the Home.

19. The following operational details are accepted by the Resident: -

a) <u>Meal Times:</u>	Breakfast	8am to 9.30am
	Lunch	12.30pm to 1.30pm
	Tea	5pm to 6pm

b) Short absences from the Home (meal or overnight) will not result in a Refund or Reduction from the weekly charge specified in Clause 2.

c) Visiting: There are no restrictions on Visiting. Visitors are welcome at any time. However it would be convenient if visiting was kept between the hours of 10am and 10pm.

20. The Proprietors agree to allocate, and the Resident accepts, the use of sleeping accommodation in a single bedroom (Room No. ---) from --Date--.

Insurance

21. The Home is not insured for valuable effects left in the Resident's bedroom nor for Residents cash, securities and monies.

22. The Proprietors will not be responsible for the loss of or damage to any clothing during laundry, spectacles, hearing aids, dentures, personal belongings, jewellery and valuables within the Home.

Status of the Home

23. Symonds Care Home is registered as such with the National Care Standards Commission and is registered as a nursing home from the 1st August 1999.

SIGNED For and in behalf of the PROPRIETORS

SIGNED RESIDENT

DATE

The undersigned next of kin hereby agrees to pay any arrears that may fall due should the Resident leave suddenly or, in the event of death, such arrears as are outstanding.

SIGNED NEXT OF KIN