

Towerview care LOXLEY COURT

Private Funders TERMS AND CONDITIONS May 2022



Terms and Conditions applicable to persons staying in a Care Home of Towerview Care

Our Agreement with You

This Booklet and the terms set out within it are very important and form part of the following Agreements when issued from time to time:

- Care Placement Agreement
- Deed of Third-Party Contribution
- Agreement for Contribution Towards Accommodation Cost (CHC)

You should read these documents carefully as they are legally binding.

We suggest that you seek independent legal advice regarding these terms as it is important that you have read and understood these Terms and Conditions prior to entering into these Agreements.

You may also have a contract with the Local Authority, setting out the services you can expect us to provide. If any terms of that contract conflict with any term of this Agreement, the terms of your agreement with the Local Authority will apply.

We understand that choosing a care home is a very important and significant decision and the acceptance of a person to stay in a care home involves a special relationship with intimate care. We value the personal quality of this relationship and will do our utmost to nurse and care for you. In order to make sure that you understand our obligations to you in the provision of the Services and your obligations to us, we have provided you with this booklet and these terms to assist with this. These terms are intended to protect both you and us from any misunderstandings and are for our mutual benefit.

Defined Terms

The Terms and Conditions contained in this Booklet apply to the person residing at Towerview Care. In this Booklet, where we refer to 'we' or 'us' or 'the Company' or to a similar expression, the reference is to the 'Company' or 'Care Home' identified in the Care Placement Agreement. Where we refer to 'you', this refers to the person residing here and/or the person responsible for paying the fees ("**Third Party**").

Any terms used as defined terms (i.e. capitalised) but not separately defined have the meaning as set out in the Care Placement Agreement.

Where we refer to the 'Manager', this is the person responsible for the overall running of the Home and is the Registered Manager under the Care Act 2014 in England and Wales and the Regulation of Care Act 2001 in Scotland.

TERMS AND CONDITIONS

1. Trial Period

When you move into the Care Home there will be a trial period of 8 weeks (“**Trial Period**”) in order to ensure that the Services we provide (as described in paragraph 2 below) are appropriate to meet your needs. The Trial Period commences on the date of admission to the Home.

During the Trial Period you can end this Agreement for any reason by giving us at least seven days’ notice in writing or using the document headed “Cancellation Notice” which is contained in the Notice of the Right to Cancel at the end of this Agreement. We can also end this Agreement at any time and for any reason during the Trial Period by giving you at least seven days’ notice in writing.

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 Care Home before the end of the notice period and we can 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.

2. Services to be provided

You will receive care according to your Care Plan (as described below).

Your Care Plan will be prepared in consultation with you and where appropriate, your family, other representatives, and clinical professionals. We will also consult with the staff at the Care Home and the Local Authority (if relevant). We will review the Care Plan regularly.

Our Responsibility

We will provide general services to you at the Care Home. The standards that you can expect from us in respect of these services are set out in the Resident’s Guide, which we will give you no later than your Date of Admission.

We will undertake the cleaning of rooms, personal laundry, bed linen and towels.

We will provide all meals (breakfast, lunch and dinner) and refreshments and ensure that you are able to express a choice over the food that is prepared for you. If you have any special dietary, cultural and religious needs please let us know so they can be included in your Care Plan.

Your Responsibilities

It is important that you tell us all relevant details (including your likes, dislikes, lifestyle preferences, physical and other abilities) to be included in the Care Plan.

Any other items of a personal nature such as clothing and toiletries are to be provided by you. We may be able to assist you in purchasing or accessing items such as newspapers, hairdressing, and chiropody.

3. Changing the services you receive

We will review the Care Plan with you and where appropriate your family or external healthcare providers in full on an annual basis. Additional reviews may take place when circumstances change or when we consider it appropriate or desirable.

If, following a review, any changes are made to the Care Plan you will receive written details of the changes in the form of an amended Care Plan.

We will supply you with a copy of our most recent Placement Guide on your Date of Admission, but you should note that we may need to amend it from time to time. Any changes that we make to the Placement Guide will be notified to you by us as soon as possible.

From time to time the Company may undertake a review of the services it provides at all of its locations and, following such review, may decide to change or withdraw some of the services it provides and the locations at which it provides services. If the Company make this decision and it affects you and your care, we will inform you as soon as we are reasonably able to do so and we will not have any liability to you save where we have been negligent or have failed to meet our obligations under this Agreement or at law.

4. Accommodation

We will provide you with a room at the Care Home for your exclusive use. In addition, you are entitled to share in the designated communal rooms, bathrooms, toilets and the grounds of the Care Home for the purposes of this Agreement. Nothing in these Terms and Conditions or the Care Placement Agreement is intended by either you or us to create a relationship of landlord and tenant.

For practical reasons we may need you to move to a different room and we will always endeavor to meet your needs in this, however, we do reserve the right to move you to another room in the Care Home if we consider this is necessary. We will always consult with you and take your views into consideration as far as possible and we will always act reasonably in making the decision to move you to another room, giving you reasonable notice of any effect, this may have on Fees payable.

Furniture in your Room

If you wish, you may bring your own furniture and belongings into the Care Home. It is important that any items you bring into the Care Home meet the relevant British Safety Standards. We will advise you on what you can and cannot bring into the Care Home and will carry out an assessment to help decide this if either we or you consider this is reasonably necessary.

If you are unable or do not want to provide your own furniture we will do so. We may also provide furniture if your care needs change and it is necessary to use specialist furniture for your own safety and/or the safety of our staff.

Electrical Devices

You must tell us about any electrical appliance you bring into the Care Home. All electrical appliances must be safe to use and will be tested by us in accordance with the appropriate regulations.

Telephone/Wi-Fi Connection

You may arrange for the connection and supply of a telephone and/or data line in your room at your own expense and subject to our prior approval.

If you use a computer supplied by us within the Care Home, then you agree to comply with the Company's IT Policy and Procedures which will be made available to you on request.

5. Fees. Your Responsibility

- In the paragraphs below, these Terms and Conditions set out the Company's requirement concerning Fees. The Fees are defined in the Care Placement Agreement. In addition, wherever Fees or other sums are payable under these Terms and Conditions the following applies:
 - Fees due under these Terms and Conditions are payable by you and your signature of the Care Placement Agreement confirms your responsibility and confirmation of your liability for payment of the Fees.
 - Where you are unable to provide a valid confirmation, for whatever reason, the Company requires that the Care Placement Agreement is signed by a Guarantor, confirming that they will be liable for, and pay, your fees and any other additional costs.

You will pay us the Fees in the amounts and in accordance with the payment arrangements set out in the Care Placement Agreement.

Late Payment

We may charge interest on our Fees if we do not receive the correct amount within 30 days of the date, they are due. We will charge interest at the base rate of [BANK] The interest shall accrue daily from the due date until the date of actual payment of the overdue Fees, whether before or after judgement. You must pay us interest together with the overdue Fees.

Third Party Payment

If you receive funding from the Local Authority and a Third party has agreed to pay a separate Third-Party contribution to us, because the Local Authority funding does not cover all of our fees, we may require the Third Party to enter into the Deed of Third-Party Contribution with us. If you require nursing care, you may be eligible for a contribution towards your Fees from the National Health Service ("NHS"). If you receive Local Authority funding, the Local Authority should let you know if this is the

case. If you do not receive funding from the Local Authority, the Manager will be able to help you find out if such funding is available.

Continuing Health Care

In certain circumstances, where the NHS is providing Continuing Health Care to place you within the Care Home, there may be a requirement for an additional contribution from either you or a Third Party to contribute to the Fees for enhanced levels of accommodation. This will be detailed in the Care Placement Agreement.

Where there is a proposal that your funding status will alter through the provision of NHS Continuing Healthcare or Local Authority Funding, the Manager of the Care Home must be informed of any proposals by you or your Guarantor. For the avoidance of doubt, notwithstanding any contribution paid under the NHS Continuing Healthcare/Local Authority funding provisions, the Fees, as set out in the Care Placement Agreement, will continue to be due and payable unless we confirm otherwise in writing.

Our Right to Review Fees

The Fees will be reviewed by us in April each year. The annual review is normally based on a combination of the following: -

- an analysis of the previous year's costs.
- the RPI rate of inflation.
- average earnings index plus minimum wage rate.
- any increase in costs incurred as a result of changes in legislation; and
- any other significant increase in specific costs.

Nothing shall prohibit us from increasing Fees if there is an unforeseen material increase in the cost of delivery of the service, for example, because of a change in legislation affecting the cost of care. The Fees may also be reviewed (upwards or downwards) if there is a significant change in the level of care provided or your care needs (as set out in the Care Plan) change.

We will give you at least 28 days' notice before the revised Fees are payable except where the type of room occupied changes. In this case any change to the Fees is applicable immediately where the change in type of room arises at your request or a change in the Care Plan. If there is an acute change in your care needs which leaves you at risk, we will provide the necessary care immediately and this will be chargeable.

You may also be eligible for certain State benefits. The Manager of the Care Home will be able to help you in seeking independent advice on which benefits you may be eligible for.

6. Absences from the Care Home

If you are temporarily absent from the Care Home because, for example, you are in hospital, the Fees remains payable. If you are fully self-funded, the fees are payable in full for the first 21 nights of absence and thereafter there will be a reduction of 20% in the Fees for the remainder of your absence from the Care Home. Each period of absence is treated individually and they are not cumulative. If you receive funding from the Local Authority or NHS, the terms of your agreement with them will be different and will apply.

If you are absent from the Care Home for a continuous period of 6 weeks, we will consult with you to seek agreement regarding the further retention of your room.

Residents admitted to hospital may require re-assessment before returning to the Care Home, in order to ensure that we can still meet their needs.

7. Special Terms for Short Stay Residents

If you are staying with us for three months or less “Short Stay basis” then, in addition to the Terms and Conditions contained within this Booklet, the following also apply.

- The provisions of the Trial Period shall apply throughout your stay subject to the reclassification outlined below.
- Fees are set out in the Care Placement Agreement and are due to be paid at the commencement of the Short Stay. Any outstanding fees must be paid at the latest on the day of departure from the Care Home
- If a Short Stay is extended beyond three continuous months, your stay at the Care Home will automatically be re-classified as a permanent stay and the appropriate clauses of this Agreement will come into effect. Your initial arrival date will be the Date of Admission of the permanent Agreement.

8. Behaviour

For the well-being of everyone at the Care Home, we expect an acceptable level of behaviour including showing consideration and respect towards each other, visitors and staff. If you behave inappropriately we may end this Agreement without giving you any period of notice (subject to the Care Home acting reasonably). Inappropriate behaviour includes different types of discrimination (for example racial or sexual) as well as harassment or abuse.

We also expect your visitors to behave considerately and respectfully to you, the other residents, visitors and staff in the Home. If your visitors behave inappropriately, we will do everything we can to support you but we may deny your visitor access in the future.

9. Personal finances

If you ask us to, we will ensure that any cash or small valuables are kept safe. We will comply with the relevant legislation when doing this and keep proper records of everything that we look after for you.

If you are unable to manage your personal finances, you should arrange for someone else such as a family member, solicitor or other representative to do this for you.

10. Personal Belongings

You or your relatives will be responsible for maintaining a list of your personal belongings and for maintaining this record up to date. Staff will, on request, check and countersign the list of belongings on admission and at times when additional items are brought into the Care Home and when items are condemned or removed. Responsibility for maintaining a register of clothing and belongings will not be undertaken by staff in the Care Home however staff will assist in this process. To assist, we recommend that all garments are labelled. A Resident / Relative leaflet is available as part of the admission documentation which clearly explains this process.

11. Insurance

We will arrange for some insurance cover for your personal belongings (including your personal money) against the risks of fire and theft at the Care Home. We insure against accidental damage to your belongings, but your personal money is only covered if it has been stolen as a result of forcible entry or exit from the Care Home or your room.

The insurance cover is limited to £2,500 for personal effects and £100 for cash. A £50 excess payment applies for each claim made. Further details are available from the Manager of the Care Home.

We are not responsible for any loss or damage of any other kind, or for a higher value than that insured, unless it is the fault of the Company or our staff. If you require any additional insurance cover, you should arrange this yourself.

12. Ending the Agreement

Trial Period

You can end this Agreement for any reason during the Trial Period by giving us at least seven days' notice in writing or using the document headed Cancellation Notice contained in "Notice of the Right to Cancel" at the end of these Terms and Conditions. We can also end this Agreement for any reason during the trial period by giving you seven days' notice in writing.

Cooling Off Period

You also have a "cooling off" period of seven days from the date you sign this Agreement. You can end this Agreement at any time and for any reason during the

period of seven days starting with the date you sign it by giving us notice in writing or using the Cancellation Notice contained in the Notice of the Right to Cancel.

Post-Trial Period

After the end of the Trial Period you agree to give us at least 28 days' notice in writing if you want to end this Agreement.

After the end of the Trial Period, we may terminate the Agreements if:

- i. we provide you with a minimum of 28 days' notice, in writing.
- ii. our CQC registration is cancelled.
- iii. there is any act of violence by you or your visitors against staff, other residents, or visitors.
- iv. there is any type of abuse, persistent drunkenness, drug abuse, or other anti-social behaviour by you or your visitors detrimental to others.
- v. there is any act by you or your visitors prejudicial to the operation of the Care Home.
- vi. there is non-payment or underpayment of Fees by you within 30 days of the date payment was due.
- vii. your needs fall outside of the CQC registration categories of the Care Home.
- viii. your care needs are not provided by the Care Home.
- ix. there is any breach of any of the other material terms of the Agreements by you; and
- x. if terminated due to the death of the Resident and the Resident's belongings are cleared from the room within 10 days of their passing away.

In the case of a situation arising which falls under any of the scenarios set out at 3, 4 or 5 above, the Care Home will endeavor to act reasonably given the circumstances, your situation, and Care Plan.

Save for scenario 1 where notice is mandatory, we will endeavor to give 28 days' notice in writing in all other scenarios but reserve the right to terminate a placement with immediate effect in exceptional circumstances.

If the Agreements are terminated due to the death of the Resident, Fees will be payable until the later of 3 days following the Resident's death or when the room is cleared of personal belongings (being no later than 10 days following the Resident's death). If, however, a new resident occupies the room within that period, Fees shall only be payable until the commencement of their occupation.

All your personal effects must be removed, without cost to the Company, within 10 days of termination and such items will not be held at the Company's risk following termination. The Company reserves the right to have such items stored following termination and shall be entitled to recover the cost to the Company of such storage. Damage caused to the room by the fitting or removal of personal furniture by the Resident or their representatives, visitors or family

will be charged to the Resident or the Third Party. This may include the cost of redecorating the room where reasonably incurred.

Any outstanding fees will be immediately due for payment on termination of this Agreement.

13. Contacting us

We operate a feedback procedure by which you, or someone acting on your behalf, can make a complaint or suggestion in relation to your welfare or the care you receive. A copy of our feedback procedure is included in the Placement Guide and a copy may also be requested from the Manager of the Care Home.

If you are not satisfied with any aspect of our service, you or your representative should first raise the matter with staff locally and/or the Manager of the Care Home.

If you are still not satisfied, you or your representative can make a complaint in writing. The person that you should send the complaint to, together with any supporting written evidence, is the Registered Manager.

Your complaint will be dealt with in a prompt and professional manner according to our Complaints Procedure. Our aim is to respond to your complaint within 15 working days.

You may contact the Care Quality Commission or the Care and Social Services Inspectorate Wales at any time if you are not satisfied with our service and/or our response to your complaint.

14. Confidentiality

We undertake that we shall not at any time disclose to any person any confidential information concerning you and your residency in one of our Care Homes except to any of our employees, representatives or advisors who need to know such information for the purposes of performing our obligations under this Agreement or as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

We shall not use your confidential information for any purpose other than to perform our obligations and exercise our rights in connection with this Agreement.

We will comply with our obligations as a data controller under the Data Protection Act 1998 and with our privacy policy which sets out what personal data we collect from you, what we use that personal data for, how we maintain it and destroy it and how you may request a copy of the personal information from us. Our privacy policy is available from our website and the Care Home.

15. General

The Terms and Conditions contained in this Booklet shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the jurisdiction of the English Courts. Should the Courts find any clause in these terms and conditions to be unlawful, this shall not preclude the remaining terms and conditions from being applied.

This Agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral relating to its subject matter. Nothing in this clause shall limit or exclude any liability for fraud.

No variation of this Agreement shall be effective unless it is in writing and signed by both of us.

Except as expressly provided in this Agreement the rights and remedies provided under it are in addition to, not exclusive of, any rights or remedies provided by law.

If any provision or part provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it

valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

This Agreement and any non-contractual obligations arising out of or in connection with it or its formation is governed by and shall be interpreted in accordance with English Law. You and we agree to submit to the exclusive jurisdiction of the English Courts in relation to all matters arising out or in connection with this Agreement.

All other correspondence should be addressed to the appropriately named person at the registered address: -

Intel Limited: Towerview Care

17-19 Ashby Road, Burton on Trent, Staffordshire DE15 0LB.

Phone: 01283 512915

Private Funders Terms and Conditions 0322V1

Email: enquiries@towerviewcare.com

Registered company number: 12218909

Notice of the Right to Cancel

- You have a right to cancel this Agreement if you so wish.
- This right can be exercised by delivering or sending to us (including by electronic mail) the Cancellation Notice below at any time within the period of seven days starting with the date you sign this agreement.
- You can still cancel this Agreement at any other time during the Trial Period by using this notice or giving us seven days' notice writing.
- Notice of cancellation will take effect as soon as it is posted or sent to us by any other means.
- You may be asked to pay for any services you receive if you cancel this agreement during the period of seven days starting on the date you sign this agreement or during the trial period.

Cancellation Notice

If you wish to cancel this Agreement you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this notice to the person named below. You may use this form if you want to but you do not have to.

(complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THIS AGREEMENT**)

To.....

I hereby give notice that I wish to cancel my Agreement dated.....
(*insert date*) with Towerview Care.

Signed

Name and Address

.....

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Date.....

