

SPRINGFIELD HEALTH SERVICES LIMITED: TERMS AND CONDITIONS

1 LEGAL CONTEXT

- 1.1 This Agreement shall be governed, interpreted and enforced according to the laws of England.
- 1.2 In this Agreement, references to the masculine or feminine shall include the other gender and references to the singular shall include the plural. The Terms & Conditions shall be deemed to be part of the Agreement.
- 1.3 This Agreement sets out the Terms and Conditions under which the Service User will occupy accommodation at the Home, under which he will be entitled to care services. The Service User and/or Client on behalf of the Service User are advised to read and understand these Terms & Conditions before signing. If appropriate, he should obtain the advice of next of kin, a close relative, a legal adviser, an advocate or a friend.
- 1.4 These Terms and Conditions may be subject to amendment or revision from time to time, at the discretion of the Provider. Notification of any change will be made in advance and in writing to the Service User.

2 OCCUPANCY

- 2.1 This is not a Tenancy Agreement. It does not give the Service User an interest in any land or buildings, which comprise the Home. By this Agreement the Provider allows the Service User to occupy accommodation at the Home, although it will not give him exclusive rights to occupy any part of the Home to the exclusion of others. This Agreement is between the Provider and the Service User. It is not transferable. In exceptional circumstances the Provider reserves the right to move the Service User from one room to another within the Home. Wherever possible, the Service User shall be consulted by the Home in advance of such a move and given advance notice of the proposed move and the reason for it. If, following such a move, it is agreed that the new accommodation is not of approximately equal value to the previous accommodation; an appropriate adjustment in charges will be made.
- 2.2 Payment of the agreed charge will give the Service User access to all the facilities of the Home and the use of sleeping accommodation in a specified room (for room number and breakdown of charges, please refer to the contract). The Provider will endeavour to ensure the availability of such room but cannot guarantee it and reserves the right to move the Service User to different accommodation within the Home should circumstances so require it. The Service User will be consulted prior to any room change. The facilities of the Home shall include unrestricted use of communal rooms, provision of all meals and physiotherapy, outings and entertainment, a laundry service for the Service User's personal belongings which are machine washable (but not including professional dry cleaning nor hand washing of any item), and all necessary personal and, as the case may be, nursing care, on a 24-hour basis as outlined in the Care Plan. The Provider shall not be held responsible for items of clothing damaged in the normal process of laundering unless he has been negligent in providing the laundry service. Labelling of all items of clothing is the

responsibility of the Service User. All rooms will be kept clean and will normally be kept adequately heated by day and night.

- 2.3 Where the Service User or the Service User's Representative specifically requests any provisions additional to those normally provided by the Provider, the Service User shall be responsible for all costs and charges incurred in purchasing those provisions, whether those provisions are purchased by the Provider or by the Service User. Extra services such as hairdressing, reflexology, chiropody and newspapers are available and payable, in addition, on a monthly basis. The costs of any additional aids and appliances beyond those normally provided will be borne in full by the Service User. The Company will invoice you separately for any additional services that it provides beyond the basic fee.
- 2.4 All electrical items brought by the Service User on admission to, or acquired during occupation of, the Home must first be inspected as to their safety by a competent person before their use. A telephone point is located in each room. The Service User will be responsible for the connection costs, line rental and call charges incurred.
- 2.5 The Service User will be encouraged to personalise his own room after due consultation with the Provider. Items of furniture may be brought in by the Service User, subject to inspection as to condition and defects liable to render such items unsafe or unfit. Transportation, insurance and eventual removal of such items shall be the Service User's responsibility or that of his executors or other personal representatives.
- 2.6 No representation is to be implied by the Provider allowing any item into the Home. The Provider reserves the right to refuse any item being brought into the Home.
- 2.7 On admission to the Home the Service User must provide full contact details of his GP. Where a Service User is not registered with a GP local to the Home, the provider will register him with the local surgery. In addition, on admission, the Service User must supply the Home with details of a Relative or Friend to be contacted in the case of emergency and certified copies of Power of Attorney.
- 2.8 The Provider shall not be responsible in any way for cash, credit cards, cheques, certificates, bonds, deeds, documents or personal effects of the Service User unless the Provider has been found negligent or fraudulent or breached this Agreement in respect of the Service User's belongings. The Provider holds no liability for the loss or damage of any personal items, this includes but is not limited to, sensory items, i.e. hearing aids, glasses and dentures. Services Users are advised to seek personal insurance for such items. The Service User is advised not to keep large sums of money, jewellery or other valuables at the Home.
- 2.9 The Provider shall not be liable if there is any interruption to the services where the interruption arises due to events beyond the reasonable control of the Provider unless the Provider has been negligent or has breached any duty he

may owe to the Service User (either arising under this Agreement or by virtue of any other duty imposed or implied by law).

3 SHARED ROOMS

- 3.1 When a place becomes available in a shared room, the Provider reserves the right to introduce another Service User to share the room. Should the remaining Service User choose not to share with a Service User who is introduced by the Provider, the Provider reserves the right to charge the remaining Service User for single use of the room, at an amount equal to the charge which would have been paid by such other Service User, in addition to the agreed charge.
- 3.2 In such circumstances, the remaining Service User will have the opportunity to retain the room for single use or to move to a different room, subject to the availability of an alternative room and the Service User's ability to pay the necessary charge. Where the Service User chooses to continue to occupy the shared room on a single basis, pending the availability of an alternative room, the Provider reserves the right to charge the Service User for single use of the room.
- 3.3 Where the Service User shares a room and chooses to move to a different room, he will be given the opportunity to do so, subject to the availability of an alternative room and the Service User's ability to pay the necessary charge.

4 GROUNDS FOR TERMINATION

- 4.1 The Provider may give written notice to the Service User to leave the Home under any of the circumstances set out below (see also Section 9 below as to notice periods):
- 4.1.1 Non-payment of charges;
 - 4.1.2 Serious breach of the Agreement;
 - 4.1.3 Significantly late payment of charges (failure to pay charges within 14 days of the Home's invoice being submitted will be regarded as being "significantly late");
 - 4.1.4 Serious or repeated damage to property, fixtures or fittings in the Home;
 - 4.1.5 Serious or repeated nuisance to other Service Users or neighbours;
 - 4.1.6 Serious or repeated harassment of staff or other Service Users on the grounds of race, ethnic origin, religion, gender, sexual orientation, age or disability;
 - 4.1.7 Where the accommodation in the Home is provided for specific rehabilitative purpose(s), and the Service User no longer needs the service;
 - 4.1.8 Where the Home is unable to offer the support and care service(s), which the Service User needs.
- 4.2 Where the Provider decides to terminate the Agreement, the Service User, and where appropriate, the Service User's relative(s)/advocate(s) shall be consulted on the relocation of the Service User to appropriate alternative accommodation.

4.3 In the event of death, fees for two weeks after the date of death will be charged.

5 FREEDOM OF MOVEMENT

5.1 The Home cannot restrict a Service User's movements. The Provider shall not be responsible for the Service User once they are outside the Home if the Service User leaves the Home, of his own accord, and is not accompanied by a member of staff of the Home, unless the Provider has been negligent or has breached any duty it may owe to the Service User (either arising under this Agreement or by virtue of any other duty imposed or implied by law).

5.2 The provider operates in accordance with the Mental Capacity Act and will follow the act with best interest decisions, involving the Next of Kin / Independent Mental Capacity Advocate. Deprivation of Liberty Safeguarding (DOLS) are part of the Mental Capacity Act 2005. The act is to ensure people living in our homes are looked after in a way that does not inappropriately restrict their freedom. The Safeguards ensure that should we deprive someone of their liberty it is only in the person's best interest. Power of Attorney and Next of Kin will be closely involved in best interest decisions and outcomes.

6 PERSONAL EFFECTS & MONIES

6.1 If the Service User is unable or does not wish to control his own financial affairs, he should arrange for his legal adviser, bank manager, accountant, advocate, next of kin or a friend to do so on his behalf. He may also ask the local Social Services authority to take responsibility for handling his personal money.

6.2 The Provider is not willing to handle the Service User's personal money.

6.3 The charges do not cover items of a personal nature.

7 TERMS OF OCCUPATION

7.1 Under these terms the Service User:

7.1.1 Must ensure that all charges of the Home are paid;

7.1.2 Must ensure that he does not harass or offend anyone in a way that stops him or her feeling comfortable in the Home because of his or her race, ethnic origin, religion, gender, sexual orientation, age or disability;

7.1.3 Must ensure that he does not do anything which is disruptive of another person's rights within the Home or which causes them physical harm;

7.1.4 Must not play a radio, television set, record, tape recording or musical instrument at a volume which causes offence either to neighbours or to other people living in the Home;

7.1.5 Must not keep animals in the Home, unless with the express prior agreement of the Provider;

7.1.6 Must not remove or change the fixtures and/or fittings of the Provider without consent;

7.1.7 Must not use any unprescribed medication without informing the Provider;

- 7.1.8 Must maintain their personal accommodation in a reasonable manner;
- 7.1.9 Must be liable for the costs of any damage to the Provider's furniture or accommodation caused by the Service User or his visitors;
- 7.1.10 Must not smoke in any part of the Home

- 7.2 In the event of the death or departure of the Service User the Service User's room should be cleared within 3 days.
- 7.3 This Agreement shall continue in force until death, or by written notice given by either party of 28 days (the Notice Period) before the date of termination. The Provider reserves the right to charge, notwithstanding the death of the Service User, in full, for the notice period.
- 7.4 The Home has no separate storage facilities. If, following the departure or death of the Service User, the personal property of the Service User remains in the Service User's room, the Provider shall be entitled to charge the pro rata daily rate applicable to the room until it is cleared.
- 7.5 If the Service User is temporarily absent from the Home, the Provider agrees to retain the accommodation for the use of the Service User and not to re-let it to another Service User, provided the charge is paid in full in respect of the entire duration of the absence.

8 NOTICE

- 8.1 The first four weeks of a long-term Agreement shall be regarded as a trial period for the benefit of the Service User, existing Service Users and the Provider. During this period, the Agreement with the Service User will be on a fixed term basis, one week at a time, renewable each week. If the Service User leaves permanently during such a one-week period without giving notice, the Provider reserves the right to charge for the balance of the remaining days as payment in lieu of notice.
- 8.2 If, after the trial period, the Service User intends to leave permanently for any reason, he will be required to give 28 days notice of the date of departure, or payment in lieu of notice in accordance with 7.3 above.
- 8.3 Notice Periods may be varied or waived by mutual agreement between the Provider and the Service User.
- 8.4 The Provider reserves the right to terminate the Agreement on shorter notice where the grounds for the termination are such that serious disruption is caused to the normal running of the Home.

9 PAYMENT OF CHARGES

- 9.1 The charge shall be as detailed on the contract per calendar month payable by the Service User or the client on behalf of the Service User to the Provider on the **1st** day of the month, commencing from admission date and will cover all services referred to in 2.2 above. Payment will be made in advance and by Bank Standing Order, Bank transfer, Credit or Debit Card or Direct Debit. The charge will not

increase unless the Provider gives one months written notice. The breakdown of charges are set out in the contract.

9.2 In the event of the death of the Service User, any outstanding charge will be charged to the Service User's estate.

10 REVIEW OF CHARGES

10.1 Charges will be reviewed annually on anniversary of admission, four weeks prior notice of any change in charge will be given to the Service User and/or their next of kin.

10.2 Charges may also be reviewed from time to time in the event of a change in room, throughout the year. Any room change will be discussed and agreed with the resident and other relevant parties before it occurs.

10.3 Where, after reviews of the Service User's care needs from time to time, the provision of additional care is required, the Provider reserves the right to negotiate a new charge. Four weeks written notice will be given to the Service User and other relevant parties, this notice will give the reason(s) for the additional care.

10.4 Where a review of the Service User's care needs shows that the needs have reduced, a proportional reduction in the charges will be agreed with the Service User.

11 CHANGES IN FINANCIAL CIRCUMSTANCES

11.1 In the event that funds are no longer available to meet the cost of accommodation of the Service User, arrangements must be made by the Service User, his appointed representative(s) and/or third party and other relevant parties to secure accommodation elsewhere. In this event advance notice of departure of 4 weeks is required. The Provider will, without obligation, offer assistance and advice with the relocation. All costs and expenses incurred by the Service User must be met in full by the date of departure

12 DEFAULT ON PAYMENT OF CHARGES

12.1 In the event of default on payment of charges due from the Service User, his appointed agent(s) and/or the Third Party, the Provider reserves the right to recover the deficit by all means in accordance with English Law

12.2 In such circumstances the Provider also reserves the right to charge interest on the outstanding amount at a rate 4% per annum above the prevailing Bank Rate. Interest is calculated on a daily basis.

13 MAINTENANCE AND REPAIRS

13.1 The Service User will normally be consulted about any maintenance or repairs, which might affect him, including the redecoration of his room.

14 COMPLAINTS

14.1 A copy of the complaints procedure is displayed in Reception. Further copies are available upon request.

15 EQUAL OPPORTUNITIES

15.1 The Service User will not be unreasonably discriminated against on the grounds of his race, ethnic origin, religion, gender, sexuality, age or disability.

16 CONSULTATION

16.1 The Provider will consult with the Service User before making changes to policies and practices, which have a substantial effect on him.

17 OPERATIONAL POLICIES

17.1 The Service User has the right to information on the operational policies of the Home.

17.2 The operational policies of the Home may be viewed by the Service User on request. As an illustration, some of the policies, which affect the Service User, are listed below:

17.2.1 *User involvement:* the Service User will, wherever possible, be included in decisions, which affect his life.

17.2.2 *Visitors:* the Service User will be able to decide who visits him and when, subject only to the possible impact on other Service Users.

17.2.3 *Health and safety:* the health and safety policy of the Home will only restrict the Service User's choice where it is necessary to ensure the safety of other Service Users, staff, or the Home.

17.2.4 *Restraint:* the Service User retains his citizen's rights on entering the Home. However, where the Service User is unable fully to look after himself, or is a possible danger to himself or others, a degree of supervision and protection may be required, and/or limits may be put on his personal freedom. This will be discussed fully with the Service User and/or his Advocate and/or the Client and recorded in the Care Plan.

17.3 On the death of the Service User the Provider undertakes to use his reasonable endeavours to contact the next of kin or the person previously nominated by the Service User.

17.4 In the event an emergency evacuation due to Fire is required from the Home, the Service User is requested to take instructions from staff as to the safest point of egress. In the event of any other emergency, the Service User is asked to alert staff via the call bell who, will then respond to the emergency accordingly.

17.5 Gratuities to staff are not encouraged, but where special occasions demand the guidance of the Matron/Manager should be sought before any such gratuity is made or offered.

18 CARE AND SUPPORT SERVICES

18.1 The Service User will be required, before taking up residence, to provide information to the Provider on the state of his health, any treatment required, the name of his medical advisor, and his next of kin or person to be contacted in the event of an emergency.

- 18.2 The care and support services in the Home will be based upon the aims and values set out in the Home's Statement of Purpose, which pays particular attention to the importance of confidentiality in the exchange between the Provider and the Service User. This is available on reception of each Home.
- 18.3 The Provider undertakes to respect the individual cultural and/or religious beliefs of the Service User and to provide reasonable facilities for the Service User to continue to follow such beliefs.
- 18.4 Care plans will be drawn up in consultation with the Service User and, where appropriate, his relative(s) or advocate(s), enabling a clear statement to be made about what the Service User can expect on a day to day basis, and what the Home should provide to meet his needs. Care plans will be reviewed at least monthly to take account of change(s) in individual needs.
- 18.5 The Provider is prepared to order, take charge of, and dispense all the Service User's prescribed medication. Wherever possible, self-administration will be encouraged. If there is a doubt about the Service User's ability to self-administer, a trial period of limited duration will be agreed and carefully monitored. The Service User undertakes not to use unprescribed medication without the Provider's knowledge. The Provider reserves the right in all cases to consult the Service User's GP if he considers it necessary.
- 18.6 The Provider undertakes to enlist the support of the NHS as necessary to enable the Service User to remain in the Home in the event of illness, unless the Service User's GP recommends alternative arrangements.
- 18.7 The Provider undertakes to enlist relevant support to provide a range of services and activities to enable the Service User to achieve his potential capacity, physically, intellectually, emotionally and socially.

19 LEGAL LIABILITY

- 19.1 Each party shall be liable for the consequences of any breach of his obligations under this Agreement, including any injury to, or death of, any person, or loss of, or direct damage to, any property, except and to the extent that such consequences are a direct result of the act, omission, default or negligence of another.