

Service User's Admission Contract -



The Chestnuts Care Home
Wrotham Road
Meopham
Gravesend
Kent
DA13 9AH

Instructions: Two copies of this agreement to be completed and both signed on behalf of The Chestnuts Care Home LLP

(Known as The Chestnuts or The Chestnuts Care Home going forward)

The Service User or their legal representative will also sign both copies, one copy to be retained by The Chestnuts Care Home and one copy retained by the Service User.

Please Note: This information will be securely stored in compliance with Data Protection Legislation

This Service Agreement is between:

"The Provider": The Chestnuts Care Home LLP whose registered office is at:
Wrotham Road
Meopham
Gravesend
Kent
DA13 9AH

"The Service User": the person named in Schedule 2 (see below) or "The Advocate": the person named in Schedule 2 (see below).

General

This Service Agreement does not limit any rights enjoyed by the Service User as a result of general law or Regulation of The Chestnuts Care Home LLP by the Care Quality Commission.

This Service Agreement is legally binding and we would advise the Service User to obtain advice from a close relative, friend or legal advisor before signing.

Any agreement between The Chestnuts Care Home LLP and the Local Authority or Health Authority in respect of the Service User takes precedent over this agreement, where the agreements conflict.

1. The Service and Charges

1.1 The Chestnuts Care Home agrees to provide the Care Services set out in the Service User Care Plan to the Service User upon the terms and conditions set out below. The Service User Care Plan will be developed in consultation with the Service User and other health professionals involved in their care and, with their consent, the Service Users family or representative.

1.2 The Chestnuts Care Home will review the Care Plan at regular intervals and should the Service Users care needs change, we may need to discuss an increase in the fees to reflect the increased cost of meeting the Service User's changed needs in accordance with **Clause 4.4** below.

2. The Service User shall pay The Chestnuts Care Home LLP

2.1 Monthly Fee of £..... based on a 52-week year for the Service specified. This equates to a total Annual Fee of £.....

2.2 The Weekly Fee includes:

- 24 hours residential care including personal care
- Care reviews
- Liaison with outside agencies such as medical practitioners and district nurses
- Meals and drinks
- Accommodation
- Room cleaning
- Social activities
- Utilities
- Bedding and towels
- Laundry services
- TV license
- Office services such as photocopying
- Annual testing of personal electrical equipment
- Up to £500 per person of insurance cover for small personal items
- Access to Wifi

2.3 Additional Services that can be provided or arranged by The Chestnuts Care Home, but which are excluded from the Weekly Fee and therefore payable in addition are:

- Hairdressing
- Chiropody, opticians, dentist, private physiotherapy
- Purchase of new clothing or personal effects
- Newspapers, magazines, alcohol, confectionary or other sundries
- Any medical requirements other than those obtained on prescription
- Laundering of delicate items which cannot be laundered in the high temperature commercial washers used by The Chestnuts Care Home
- Personal telephone lines or subscriptions to TV companies such as Sky
- Taxis to appointments

The Chestnuts Care Home will publish a scale of charges for Additional Services which is available on request. All additional charges will be notified in advance.

3. Fees Are Charged As Follows

- 3.1** The Weekly Fee is based on a 52-week year and the Service User will be charged monthly in advance. Payments must be made every 28 days in advance by standing order in accordance with Clause 4 below.
- 3.2** Fees are charged in minimum units of one day, being one seventh of the Weekly Fee. Each part of the day that a resident spends in the home will be calculated as a whole day.
- 3.3** Any charges for Additional Services will be invoiced on a weekly basis as applicable.

The first payment for month 1 is required in advance by BACs of the Service User taking up residence.

4. Payment by the Service User to The Chestnuts Care Home may be made in one of two ways

4.1 Wholly self-financing Service Users: In the case of wholly self-financing Service Users, payment of the monthly Fee will be by standing order every 28 days, without reminder.

4.2 Service Users partly or wholly funded by a third party

- This contract also applies to all self-funding Service Users, who have a direct relationship with The Chestnuts Care Home. In the case of Service Users wholly or partly funded by third parties, such as Local Authority, NHS, or Insurer, the contract is complementary to, but does not replace, any direct and relevant contracts which The Chestnuts Care Home has with those bodies.
- In the case of Service Users wholly funded by a third party, The Chestnuts Care Home will execute a separate contract for fee payment with the third party and this contract will only apply insofar as it refers to matters other than payment of fees.
- In the case of Service Users partly funded by a third party, this contract will apply in full, except that the fees due from the Service User will be the additional amount payable by the Service User to fund the difference between the part payment made by the third party and the full fee. The cost payable by each respective party is set out in clause 5 below. The provider will inform the Service User of the amount payable both by the third party and the balance due from them each month

4.3 Deposit

The Chestnuts Care Home will not require a security deposit in advance of the Service User taking up residence

4.4 Payment of Fees

- The Service User shall pay the Monthly Fee and any further charges for Additional Services punctually to The Chestnuts Care Home LLP
- The Monthly Fee shall be subject to review in December of each year. The Chestnuts Care Home LLP will take into account the increase in costs of running the home in line with changes in the Consumer Prices Index including housing costs (CPIH) the increase in the National Living Wage (NLW) and changes to employer pension contributions. The Chestnuts Care Home LLP will notify Service Users of the proposed increase no later than 15th January with a View to the new charges coming into effect on 1st March of that year
- If any Service User wishes to terminate this Agreement, they may do so by giving notice under **Clause 10**
- Any Service User who considers that the application of the formula above is incorrect may refer a dispute to

dispute resolution under **Clause 20**

4.5 Interest

- Interest shall be payable at the discretion of The Chestnuts Care Home by the Service User on:
 - » Overdue instalments from the date the charges were due up to the date of payment.
 - » All other sums payable or which become payable under this Agreement which are unpaid from the due date of payment.
- Interest will be charged at the rate of **1%** above Bank of England Base Rate from time to time prevailing.
- Any interest payable under **Sub-Clause 4.5-A** above shall run from day to day and shall accrue after, as well as before, any judgement is made.
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5. Summary of the Services provided, and the respective charges

Date of this agreement:		
Date of commencement of contract (admission):		
Date of termination of contract (short stay only):		
Agreed Weekly Fee on admission (£):		
Room type agreed (single or double):		
Funding source(s) agreed (delete as appropriate):		Self
		Third Party
		Social Services
		NHS
		Other (specify)
Room number agreed:		
Type of Care (tick):	Residential – Lower rate	
	Residential – Higher Rate	
Other (specify):		

6. The Service User's Room

6.1 We agree to make available to the Service User a designated room within The Chestnuts Care Home ("Room"). The Room will comprise a single bedroom with an en-suite bathroom, with the exception of room 10. The Chestnuts Care Home will provide a bed, bedding, wardrobe, chest of drawers, seating, TV, curtains, a table lamp or over bed lighting and a waste paper bin. Most bedrooms have telephone connections

6.2 The Chestnuts Care Home is entitled to move the Service User to an alternative room if a change in their care needs requires it. In the event of closure of The Chestnuts Care Home, this Agreement will terminate and where possible the service will do their best to relocate the Service User to a room in an alternative Home and enter into a new Agreement.

6.3 The Chestnuts Care Home staff are entitled to enter the Service User's room without providing notice for the provision of care and delivery of the Care Plan. In addition, staff can enter as required for the purposes of cleaning.

6.4 Nothing in this agreement gives the Service User the right to residency or tenancy under tenants' rights legislation.

7. Commencement Trial Period

7.1 This Care Agreement will commence on the date of commencement of Service as stated in **Clause 5** above.

7.2 The first month of this Service Agreement will be regarded as a trial period ("the Trial Period"). This is to enable the Service User to decide if the arrangements are right for them. The Service User can give seven days' notice to terminate this Agreement during the Trial Period for any reason. The Chestnuts Care Home can terminate this Agreement during the Trial Period on 7 days' notice if, after consultation with the Service User's medical General Practitioner and/or the Care Home Manager, they determine that they cannot provide an appropriate range of care service or accommodation for the Service User.

7.3 In the event of either or both of the Parties choosing to terminate the agreement within the Trial Period, The Chestnuts Care Home will provide the Service User with information about alternative placements whilst supporting them in making a choice, as well as supporting them in transferring to an alternative provider.

7.4 At the end of a successful trial period, The Chestnuts Care Home will arrange a meeting of those persons concerned with the admission, with the objective of reviewing the decision and deciding on permanent arrangements.

7.5 The Service User is strongly advised not to sell or end the tenancy of any property occupied before moving into The Chestnuts Care Home until a long-term stay has been agreed with them. The Chestnuts Care Home accept no liability for any loss or costs the Service User may incur if they do so.

8. Temporary Absence from the Home

8.1 In the case of the temporary absence of the Service User from The Chestnuts Care Home the Weekly Fee is payable in full during the absence. The service users accommodation will remain available during this period

8.2 During the absence, we will undertake a review every week to ensure appropriate steps are taken to terminate this Agreement if it becomes apparent the Service User will not be returning to The Chestnuts Care Home.

9. End of Life Arrangements

9.1 The Chestnuts Care Home will make every reasonable attempt to notify the Service Users immediate family or nominated person in the event of a serious illness or if the Service User is admitted to hospital or dies.

9.2 The Service User's immediate family or nominated person shall be responsible for making all funeral arrangements and for collecting their personal belongings. If it is not possible to collect these belongings within three days, then we will clear the Service User's Room and place their belongings in storage, unless we reach a separate agreement with their relatives. All belongings must be collected within 14 days following death, unless an

extension is agreed with The Chestnuts Care Home.

9.3 Following the expiry of the 14 days or any subsequent period as agreed, The Chestnuts Care Home may take steps to dispose of the Service User 's belongings.

9.4 Termination of the contract will only occur after the room has been cleared of personal possessions.

10. Termination by the Service User

Following the Trial Period, termination will occur when the Service User gives 28 days' notice to The Chestnuts Care Home in writing, which may be handed to the Registered Manager or sent by post.

11. Terminations by the Provider

11.1 The Chestnuts Care Home may give not less than 28 days notice of termination in the event that any of the following occur:

- The Service User fails to pay any sum payable under this Agreement following the issue of a demand notice.
- The Service User commits a serious breach of **Clause 13** of this Agreement (Conduct) and has not improved in accordance with a behaviour agreement.
- If The Chestnuts Care Home ceases to be registered as a care home under the Health & Social Care Act 2008
- If The Chestnuts Care Home closes.
- If The Chestnuts Care Home considers that the Service User requires a level or category of Service which cannot be provided by The Chestnuts Care Home.
- The Service User exhibits behaviour which The Chestnuts Care Home considers, displays certain disruptive behaviour to such an extent that they seriously affect the wellbeing of other Service Users or staff members of The Chestnuts Care Home

11.2 In cases of urgency or emergency, due to the Service User's changing needs, the home being unable to accommodate the service user appropriately or in order to protect other Service Users or staff, The Chestnuts Care Home may shorten the period of notice. In any such case, The Chestnuts Care Home will work with the Service User's family and other appropriate agencies to arrange transfer to alternative accommodation.

12. Effect of Termination

12.1 Upon termination of this Agreement by the Service User or The Chestnuts Care Home for whatever reason, the Service User shall vacate the Home (in line with the relevant notice period) and remove their belongings on or before the relevant notice period expires.

12.2 The Service User agrees to pay to The Chestnuts Care Home all sums payable under this Agreement at the expiry of the relevant notice period.

13. Conduct

13.1 By signing this Agreement, the Service User agrees that they shall conduct themselves in a reasonable, courteous and appropriate manner towards other Service Users, staff and visitors. In particular the Service User should:

- Refrain from causing a nuisance to other Service Users, staff or visitors
- Not behave in an indecent, abusive or illegal manner
- Not create a disturbance
- Not abuse alcohol or other substances
- Not smoke when in The Chestnuts Care Home or its grounds
- Not bring pets to live at The Chestnuts Care Home
- Abide by all safety regulations issued from time to time by The Chestnuts Care Home
- Abide by the regulations of The Chestnuts Care Home (as amended, altered or modified from time to time after consultation with Service Users)

14. Legal Representative

14.1 If, through illness or infirmity, the Service User is unable to sign this Agreement themselves, the person who has legal authority to do so on their behalf signs this Agreement and accepts the responsibilities detailed within the Agreement including the payment of fees and other charges.

14.2 This person must either have been granted Power of Attorney to act on the Service Users behalf or hold a Deputy Order from the Court of Protection.

A copy of the Power of Attorney or Court of Protection Order will be annexed to this Agreement.

15. Insurance

15.1 The insurance policies of The Chestnuts Care Home cover accidental and other damage to Service Users' personal effects up to a maximum value of £500 per person per Service User per incident. In the event that the Service User brings into The Chestnuts Care Home items totaling a value greater than £500 per person, The Chestnuts Care Home will not be responsible for loss and other damage (which is not caused by The Chestnuts Care Home negligence) and the Service User is recommended to make their own arrangements for insurance over and above this amount.

15.2 Service Users must take care to lock valuables up in their room and should not have items in their room of an excessively valuable nature. Because it is not possible to control the movement of possessions into and out of The Home, The Chestnuts Care Home does not guarantee to hold an up to date register of Service Users' possessions.

16. Notices

16.1 Any notice or other information required or permitted to be given by either party under this Agreement shall be deemed to have been validly given if served personally upon that party or if sent by first class pre-paid post, either to the address of that party as stated above or, where that is unknown, to their last known address.

16.2 Any notice or other information sent by first class pre-paid post shall be deemed to have been received by the other party within 48 hours after the date of posting.

16.3 The Service User must address any notice to the Registered Manager.

17. Acceptance

This Agreement shall be deemed to have been made either on the date on which it is signed by The Chestnuts Care Home, or when the Service commenced if that occurred at an earlier date.

18. Data Protection

18.1 The Chestnuts Care Home shall duly observe all of its obligations under the Data Protection Legislation which arise in connection with this Agreement.

18.2 We will provide the Service User with a separate Privacy Notice.

19. Confidentiality

19.1 The Chestnuts Care Home will respect the Service User's privacy and confidentiality. The Service User may request any information that The Chestnuts Care Home holds about them and they also have the right to amend any information The Home holds which is not accurate.

19.2 The Service User agrees that The Chestnuts Care Home may disclose information about them to The Home's employees and other health care providers involved in the Service User's care, and other third parties as specified in the Care Plan.

20. Complaints Process/Dispute Resolution

A separate complaints procedure is available on request and on the The Chestnuts Care Home website.

21. Contracts (Rights of Third Parties) Act 1999

Nothing in this Agreement gives any other person or organisation the right to enforce any term of this Agreement. The Chestnuts Care Home and the service user may agree to change the agreement without having to get permission of any other person or organisation.

22. Force Majeure

The Chestnuts Care Home shall not be liable for any breakdown or withdrawal of Services for reasons beyond its control.

23. Law and Jurisdiction

This Agreement shall be governed by and shall be construed in accordance with English Law and be subject to the exclusive jurisdiction of the courts of England and Wales.

Schedule 2 – The Parties

The Service User and Legal Representative	
Surname:	
First Name(s):	
Address (if applicable):	
Tel No:	
Relationship to service user (if applicable):	
I am giving informed consent after receiving and understanding the information in this agreement:	
Signed for and on behalf of The Chestnuts Care Home:	

This agreement is dated the: Year

NB. If this is being completed by a representative, a copy of the Power of Attorney or Court of Protection document is required for the above document to be legally signed

(Instructions: Two copies of this agreement to be completed and both signed on behalf of The Chestnuts Care Home.

The Service User or their legal representative is to sign both copies, one copy to be retained by The Chestnuts Care Home and one copy retained by the Service User or their representative.

Schedule 3 - Definitions

Data Protection Legislation means, for the periods in which they are in force in the United Kingdom, the GDPR, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to Processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time.

GDPR means (a) the General Data Protection Regulation (Regulation (EU) 2016/679); and (b) any equivalent legislation amending or replacing the General Data Protection Regulation (Regulation (EU) 2016/679).

Wrotham Road, Meopham, Kent. DA13 9AH