

**Registered Residential Care Home/Care Home
The Fremantle Trust – Terms and Conditions**

AT

NAME OF RESIDENT

STARTING DATE OF CONTRACT

ROOM NO

(Any part of a day of arrival or departure counts as a full day)

The Fremantle Trust undertakes to provide the services described in our Statement of Purpose and Service Guide, both of which form part of this contract. We operate in accordance with the Health and Social Care Act 2008 and its associated Regulations. Copies of the Regulations will be available in the home for consultation.

CHANGES IN ACCOMMODATION

There may be rare occasions (for example building works) when the accommodation available to you needs to be temporarily or permanently changed. We will make every effort to avoid such changes, but if there is no alternative to moving, we will consult with you and provide a full explanation. If you do not wish to move accommodation you will be entitled to terminate the contract without penalty.

PROCEDURE IF YOU WISH TO LEAVE FREMANTLE CARE

If you decide that you would like to leave, you may do so at any time subject to giving 28 days notice in writing to the Manager of your home.

The Fremantle Trust is committed to providing care and accommodation for as long as it is required. However, in certain exceptional circumstances The Fremantle Trust may not be able to continue to provide care:

- * If the home is unable to provide the degree of care required, e.g. where long term medical care is needed.
- * Failure to pay residential care fees to The Fremantle Trust on the due date.
- * If you do not keep to the reasonable standards expected by The Fremantle Trust and a mutually satisfactory understanding cannot be reached.

However, this would not happen unless every effort had been made to resolve the problem in consultation with you, any appointed family member, representative, advocate, or social worker. In the event it is necessary for The Fremantle Trust to terminate this agreement and end your residence not less than 28 days notice would be given unless exceptional circumstances apply. In exceptional cases where, in the opinion of the Manager of your home, circumstances are detrimental to the safety and well being of yourself or other residents and staff, The Fremantle Trust will have to cease giving you care and accommodation after giving written notice of 24 hours (or less if in cases of extreme danger) to you or your nominated representative.

VACATING OF ROOMS

As mentioned above, if you wish to leave and go elsewhere you may do so by giving 28 days notice in writing. Fees will be payable in full during the notice period. All personal possessions must be removed from the room within the 28 day period. Following the death of the resident, fees will be charged until all of the residents' personal possessions have been removed from the room up to a maximum of 10 days. If these have not been removed after 10 days from the date of death, then The Fremantle Trust will clear the room on your representatives behalf and store the possessions for a period of no longer than one month. Your representative may extend the period the possessions remain within the room if this request is made in writing prior to the end of the ten day period. If the possessions are not collected within one month, or any other period agreed in writing by The Fremantle Trust, we will write to your representative notifying them that the items will be disposed of at the expense of your estate.

FEES

The current Weekly fee is

£

Fees are payable at the start of this contract in advance. For the avoidance of doubt the start of the contract is the date of admission.

At the start of the contract a refundable deposit equal to 4 weeks fees is required. This deposit protects us from the risk that you do not pay our fees in full or on time. We also require the first 4 weeks fees in advance. A payment equal to 8 weeks fees is therefore required upon admission. A receipt will be issued. Invoices are issued at 4 weekly intervals and our terms require payment on presentation of invoice. Payment of the second invoice may be made by cheque or debit card if the direct debit arrangements are not yet in place. Future payments will be collected by direct debit. Any balance due from the deposit following death or discharge from the service will be repaid within 28 days if you have moved elsewhere, or within 28 days from the date we are notified in writing of who is entitled to receive the refund to your estate.

If you decide to come for a trial residential visit 8 weeks fees are payable in advance. The first four weeks are treated as a trial period. During this period either of us may terminate the agreement by giving the other 7 days notice in writing. 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. 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. Should you decide not to stay you will be refunded any unused portion of this money beyond the expiry of your notice period.

The weekly fee covers your care and accommodation, wifi, newspapers, hairdressing and chiropody, escorting to hospital appointments (if relative or representative unavailable) together with limited insurance cover of £500 per individual for personal possessions. Residents are advised to arrange their own insurance for items which fall outside this cover. It does not include any other services, for example clothes, toiletries or the cost of outings.

Any damage to The Fremantle Trust equipment arising as the result of wear and tear or accident is covered by the fee. However, any damage caused knowingly and deliberately by a resident will be charged at the full cost of the repair or replacement.

Should you decide to apply for funding from the local authority in the future the conditions of this contract remain unchanged. Where a difference exists between the agreed cost and the total purchase cost agreed by the local authority, a top up contribution would be required from you. You are advised to seek assistance from the local authority at least three months before you expect your funds to reduce to the threshold in order to allow time for them to complete their processes.

If you are admitted to hospital we are happy to retain your place at the request of you or your family, on the understanding that charges are invoiced and paid in full for the first full two weeks of your absence. After that, your fees will be reduced by 5% per week. 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.

Residential fees are reviewed annually with changes effective from April 1st each year. These changes will be in line with the percentage increase in the National Living Wage published by the Government and effective from April every year. At least 28 days notice will be given of any increase in fees.

In addition, The Fremantle Trust reserves the right to change the fees payable at any time if the resident changes his/her bedroom to one of a different standard or category, or where there is a change in the category of care or level of needs following an assessment by qualified staff. We will consult with you and your representatives and involve you in any decision to provide additional care. Following this consultation, we will give you 28 days notice in writing before implementing a change in your fees for this reason, unless your care needs have increased significantly and unexpectedly. Where your care needs increase significantly and unexpectedly, meaning that we need to provide you with additional care or facilities at short notice, we will consult with you and provide you with at least 7 days notice in writing of any increase. Where we give notice to increase your fees for this reason you may either:

- Do nothing, in which case the fee increase will take effect on the date notified; or
- Give us notice that you wish to leave. In this case you will have 28 days (or 7 days where we give you 7 days notice of a fee increase) from the date you notify us, to move out before the fee increase applies;

You will be entitled to see the details of the assessments we have relied upon as part of the consultation and decision process.

RESPONSIBILITY FOR FEES

The resident and/or the family or other approved representative (who must have enduring power of attorney) who signs this document as party to the Contract accepts responsibility and liability for all the terms and conditions of residence as well as the payment on demand of all fees, charges, extras etc as may be claimed under this Contract.

If at any time it is decided that the resident's affairs are to be managed by the Public Guardianship Office, or under an enduring power of attorney, his/her representative undertakes to accept responsibility for any debts accruing to the home before and whilst the resident's affairs are being so managed.

Please note that The Fremantle Trust reserves the right to carry out any relevant Credit Checks it feels necessary.

Please complete if applicable:-

Name and address of person(s) acting on behalf of resident and responsible for payment of fees (Please Print)

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.....
.....
.....

Signature..... Date.....

I further declare that to the best of my knowledge as at the date of signing the Contract there will be sufficient funds to meet residential fees for 2 years.

Signature.....

Name(Please Print)..... Date.....

I have read and accept the conditions set out in this document.

FINANCIAL ADVICE

Residents who are unable or who prefer not to control their own finance affairs are advised to arrange to receive independent financial advice from a specialist source (solicitor, bank, accountant, IFA, next of kin, etc). Sources of appropriate and independent advice can be identified by The Fremantle Trust but neither they nor their employees can accept any responsibility for, or interest in, a resident's financial resources or estate.

Signed on behalf of the home

..... Date.....

Name of signatory (Please Print).....

Position.....

Signed by/on behalf of the resident

..... Date.....

Name.....

Address.....

.....

..... Post Code.....

Witness to signatures:

Signed..... Date.....

Name (Please Print).....

Address (Please Print).....

.....

..... Post Code.....

SAMPLE

PRIVACY AND DATA PROTECTION NOTICE

The Fremantle Trust will collect personal information about you in order to ensure we meet your needs for care and support and to keep you safe. Our legal basis for collecting and processing your personal information is our contract with you and our statutory obligations to our regulators. We will keep your information for 7 years after our service to you has ended.

What personal information will this include?

- Your name, date of birth, address, phone numbers and details of your next of kin. We will also ask for some financial information.
- Your GP name and practice details
- Medical records and history charts relating to your time with us
- Records about your care and support needs, life history, likes and dislikes
- Records we are legally required to keep by our regulators such as any accidents and incidents, risk assessments.

How we keep your information secure

The Fremantle Trust has an Information Security Policy, which covers all aspects of information and data security and confidentiality. All staff must follow this policy. We will not share your personal information without your permission unless required to do so by law. If you do give consent to sharing your personal information with others but change your mind you may withdraw your consent at any time. However, we may need to provide relevant information about you to

- Keep your GP up to date
- Other agencies who may be involved in your care e.g. hospitals
- People with Power of Attorney or Deputyship or someone acting on your behalf if they ask for it, or when it is in your best interests. If we do not know this person well we will ask for proof they are entitled to receive your information before giving it to them.
- Any agencies who will continue your care

If a person cannot consent because they do not have mental capacity to do so their carer or representative may sign a consent form on their behalf.

There are some instances where we are legally obliged to provide limited personal information:

- When a death occurs
- At the request of a Coroner
- If an infectious disease is diagnosed
- If the person has suffered a serious injury
- When a court order has been issued

Your rights regarding your personal information

You have the right to be informed

This Privacy and Data Protection notice gives you the information about what personal data we collect, why we do so, what it is used for, who it is shared with and how long it will be kept

You have the right of access to your personal information

- Any request for this information should be submitted using our Subject Access Request form, available from the home or from our website.
- We will provide the information free of charge, unless the request involves a large amount of information.
- We will provide the information within one month of your request. This may need to be extended if your requests are complex or multiple.
- If the request is made electronically, we will provide the information in a commonly used electronic format.
- If we cannot share any information about you, for instance if it includes information about other people, we will tell you and give you the reason

You have the right to rectification

- You are entitled to have your personal data corrected if it is inaccurate or incomplete
- We will respond to your request within one month
- If we have shared your information with others we will also inform them where possible

Data Controller contact details

If you have any concerns about your personal information please discuss this with the Home Manager in the first instance. If you prefer not to, or you do not feel your concerns have been addressed to your satisfaction, you may contact the Data Controller directly

Contact details for Mrs Liz Turvey, Company Secretary and Data Controller

- Email: liz.turvey@fremantletrust.org
- Telephone: 01296 393000
- Post: The Fremantle Trust
Woodley House
64/65 Rabans Close
Aylesbury
Buckinghamshire
HP19 8RS

You also have the right to lodge a complaint with the Information Commissioners Office (ICO). More information is available on their website: www.ico.org.uk