

Norwood House Nursing Home Resident's Contract & Terms Of Business

Conditions Of Admission To Norwood House & Terms Of Business

These Terms and Conditions of Admission and the Resident's Handbook together comprise the **contractual terms which will apply to you (the Resident) during your occupancy of Norwood House (the Home).**

Name Date of Birth

Address Date of Admission

..... Room / Bed No

Post Code Telephone

Admitted for: (*delete whichever does not apply*) Long Term Nursing Care / Convalescence / Respite Care

Long Term Stay Minimum Weekly Fee from April 2006 subject to increase in accordance with our terms and conditions (see below).

Indicate below the type of accommodation contracted for.

	Weekly Rate	Daily Rate
Shared Room	£	£
Single Room	£	£
Ensuite WC	£	£
agreed extras (specify)

Is a later change to the required accommodation expected (*see section 6 below*)? YES/NO

If Yes will the required accommodation be shared / single/ ensuite ? (*delete whichever does not apply*)

The Minimum Fee stated above consists of the Social Care Cost and the Funded Nursing Care cost with a presumption of Funded Nursing Care payment at the Middle Band rate. Funded Nursing Care is paid direct to the nursing home by the NHS. The resident is responsible for paying the remainder (the Social Care Cost) with assistance from social services if entitled. Residents assisted by public funding should check with their social services department how much of the total they should expect to pay.

Any increase in the Funded Nursing Care payment will be in recognition of increased nursing needs and will not affect the Social Care Cost.

Please read the later section on Registered Nurse Care Contribution ("Funded Nursing Care") for an explanation of how fees are calculated and the Minimum Fee, the Nursing Care Cost and the Social Care Cost.

Terms and Conditions of Admission

- 1 Letter of general health** - This must be provided by your General Practitioner, or Hospital Consultant or by assessment prior to admission.
- 2 Drugs medications and treatment creams** - These must be handed in to the Nurse in charge on admission. Medications or foods must not be brought in without consulting the Nurse in Charge
- 3 Tobacco and alcohol** - If you wish to smoke or consume alcohol you must discuss your requirements with the Home prior to admission. Please ask to see our policy on smoking.
- 4 The Home's fees** - These are calculated at a daily rate for each period of 24 hours (commencing and expiring at midnight) you stay at the Home. The minimum length of stay is 24 hours. The full daily rate is also charged on the day of admission. For long term care fees are payable up to midnight on Friday for any week in which a room is occupied. The daily rate for your room at the date of admission is shown above. Rates for private clients may be higher than for those supported by public funding and any change in your status may result in an alteration to your fee levels current at the time of admission.
- 5 Services provided** - The Home's fees include accommodation with full board and laundering of personal items and nursing care.
- 6 Extra services** - The Home charges additional fees for extra facilities and services provided to you. If you have contracted for accommodation with extra facilities the Home's additional fees are shown above. Other circumstances where the Home charges additional fees for extra services provided by the Home are specified in the Resident's Handbook. If you are registered with a private General Practitioner the supply of drugs medications or other treatments will be charged at their full rate. If you are registered for treatment under NHS care drugs medication or other treatments will be charged at the NHS rate (where applicable). If the Home is able only to provide accommodation with facilities in excess of those you require the Home may not charge for those extra facilities provided you agree to move to the accommodation you have specified as soon as it becomes available. Failure to do so will result in all additional charges for the duration of the stay in the higher level of accommodation being due and payable immediately.
- 7 Payment terms** - These are two weeks in arrears and two weeks in advance. The Home's fees are invoiced every four weeks and are due for payment within 28 days of the mid point of the invoice period. Charges for items and services not included in the basic fees will be itemised and included in each invoice. The Home's service charge for arranging hairdressing is added to the charges for hairdressing. The Home reserves the right to charge interest at the rate of 3% above the Home's banker's base rate from time to time subject to a minimum interest rate of 9% per annum accruing on a daily basis in respect of any sums outstanding 28 days from the mid point of the invoice period until paid in full.
- 8 Revision of Home's fees** - The Home reviews its fees from time to time usually in April of each year. Additional fees are normally reviewed at the same time as the basic fees. Fees may occasionally increase in October in line with increases in the Minimum Wage
- 9 Personal effects** - The Home will exercise reasonable care with your personal effects but otherwise will not be liable for loss or damage. It is strongly recommended that you obtain individual insurance cover particularly for valuable items. The Home's existing insurance policy covers personal effects up to a maximum of £500 per resident.
- 10 No tenancy** - The Home provides accommodation to you on a weekly basis as a licensee and not as a tenancy. You will not be entitled to any security of tenure during or following termination of the contract.
- 11 Temporary vacation of room** - You may temporarily vacate your room for short periods. Full

fees are payable during the first six weeks of absence from the Home. After this the Home may re-negotiate the basic fee for any continued absence but the fee will usually be the then prevailing fee less 10%. The Home may give notice of termination of the contract during any period of absence.

12 Trial Period - If the Home has invited you to stay for a trial period the first seven days of your stay at the Home will be the trial period. You may terminate your contract with the Home at the end of the trial period by giving written notice to the Home. If you stay beyond the trial period you may terminate your contract with the Home only in the circumstances described in paragraph 13 below.

13 Termination of contract - A long term stay contract can be terminated by the Home on two weeks' written notice to you (but the notice period can be shorter - see paragraph 14 below). If you wish to terminate a long term stay contract you must give the Home not less than two weeks' written notice to expire on a Friday. A short term stay contract is a fixed term contract and cannot be terminated early except in the circumstances of paragraph 14 below.

14 Circumstances for a request to leave - The Home may terminate the contract on short notice and request you to leave in certain circumstances for example: if fees are not paid by their due date if you behave in an objectionable or belligerent way cause unrest within the Home or discomfort or distress to other residents or refuse to co-operate with the Home's staff or to comply with the Home's reasonable requests.

15 Lien - The Home will be entitled to exercise a general lien over your personal effects until any outstanding fees have been paid to the Home in full.

16 Registration - The Home is registered with the Commission for Social Care Inspection.

17 Queries and complaints - These should be addressed to Nurse Manager or the Nurse in charge. A copy of the Home's complaints procedure is available on request and is provided in the Residents Handbook.

18 Local Authority or Council Contract - If you have also entered into a contract with the Home and with a Local Authority or Council or Primary Care Trust or NHS Trust for the provision of care by the Home to the extent that there is any conflict between such contract and these Terms and Conditions of Admission or the Resident's Handbook the terms of the Nursing Home contract will take precedence. You will not be liable to pay the Home's fees to the extent that those fees or any part of them are paid direct to the Home by a Local Authority or Council or Primary Care Trust or NHS Trust.

I confirm that the above details are correct and that I have read and understood the Terms and Conditions of Admission and the Resident's Handbook a copy of which has been given to me. I agree to observe and abide by the Terms and Conditions of Admission and rules and policies of the Home contained in the Resident's Handbook.

SIGNED

(to be signed by Resident or his/her Attorney)

Responsible Relative's/Person's Guarantee:

In consideration of you permitting the Resident to reside or continue to reside at the Home I as principal obligor unconditionally and irrevocably guarantee to Norwood House Nursing Home Limited ("Norwood House") the due payment and discharge by the Resident of all his/her present and future indebtedness and liabilities to Norwood House including the payment of any interest which becomes due and any costs and expenses incurred by Norwood House in enforcing its rights under this guarantee ("the Indebtedness"). If the Resident defaults in payment of any Indebtedness when due in whole or in part I shall pay to Norwood House on demand without set-off or other deduction an amount equal to the Indebtedness. This guarantee shall be a continuing guarantee and shall not be discharged by time or by

any concession or other act or omission on the part of Norwood House which but for this provision would discharge me as guarantor. This guarantee shall enure to the benefit of Norwood House's successors and assigns.

Registered Nursing Care Contribution (“Free Nursing Care”)

All prospective and actual residents are entitled to an assessment of their nursing needs by the local NHS Primary Care Trust who will then Determine the appropriate fee payable by the NHS Trust for the cost of nursing care (the Registered Nurse Care Contribution). This fee is paid directly to the Nursing Home by the NHS Primary Care Trust in consideration of the nursing needs of the Resident who remains liable for the Social Care Cost and any agreed extras.

Where applicable the Registered Nurse Care Contribution will reduce the amount paid by the Resident to the Home. Fees for nursing care and accommodation consist of the combined Social Care Cost and the Nursing Care Cost. The Social Care Cost consists of personal care and accommodation including the costs of ancillary and care staff and of maintaining the Home. The Nursing Care Cost is for the cost of nursing tasks only and is set provisionally at the Middle Band. The combined cost of Nursing and Social Care will provisionally equal the Minimum Fee described above pending a Determination of the nursing care need by the Primary Care Trust. Additional nursing needs may be identified at that time and fees adjusted accordingly.

Registered Nurse Care Contribution is payable in one of three bands Low Middle or High. Where the Determination is for the Low band the Resident must make up the difference to the Minimum Fee. The Registered Nurse Care Contribution is payable in addition to the Social Care Cost