



Residency Agreement



We are delighted you have chosen us 

HC-ONE

TERMS AND CONDITIONS OF DAY CARE

PART 1: KEY INFORMATION

1. INFORMATION ABOUT THIS CONTRACT

The Home is owned and operated by HC-One Limited. Please read it carefully as it is a legally binding contract. You may like to seek independent legal advice as it is important that you have read and understood it before entering into it. **If you think there is a mistake in the contract, please contact us immediately to discuss it.**

2. WHO NEEDS TO SIGN THE CONTRACT?

You will need to sign this Contract if you are:

The resident	You are the resident and have capacity to sign the Contract. You will be personally bound by the Contract.
A representative of the resident	You are a representative of the resident and have agreed to pay all or part of the Fees. You will be personally bound by the Contract.
The resident's validly appointed Attorney under an enduring or lasting power of attorney for property and financial affairs OR a validly appointed Deputy	You do not have any personal liability under the Contract but agree to pay the Fees on behalf of the resident. You agree to notify us straight away if your appointment ceases to be valid and of any replacement Attorney or Deputy.

3. INFORMATION ABOUT US

Name	HC-ONE LIMITED
Company number	07712656 (HC-One Limited)
Registered Office	Southgate House, Archer Street, Darlington, County Durham DL3 6AH
Website	www.hc-one.co.uk
Contact Telephone Number	01325 351100
Contact Email Address	contracts@hc-one.co.uk
VAT Number	218770886
Other Trading Names	HC-ONE No. 1 LIMITED HC-ONE No. 2 LIMITED HC-ONE No. 3 LIMITED HC-ONE No. 4 LIMITED
Other Company Numbers	10257888 (HC-One No. 1 Limited) 05217764 (HC-One No. 2 Limited) 07417290 (HC-One No. 3 Limited) 07179086 (HC-One No. 4 Limited)

4. INFORMATION ABOUT YOU AND YOUR PLACEMENT

HOME DETAILS			
Home Name			
RESIDENT'S DETAILS			
Name	(Mr/Mrs/Miss/Ms/Dr)		
Date of Birth		National Insurance Number	
Date of Admission		Period of Contract	Until [] Ongoing* *delete as applicable
Care Type	Day Care		

5. INFORMATION ABOUT YOUR REPRESENTATIVE/ATTORNEY

Full Name	(Mr/Mrs/Miss/Ms/Dr)		
Address		Post Code	
Telephone Number		Email Address	
LEGAL STATUS (please tick and provide copy of documents)			
Unregistered Enduring Power of Attorney			
Registered Enduring Power of Attorney			
Lasting Power of Attorney for Property and Financial Affairs			
Lasting Power of Attorney for Health and Welfare			
Court of Protection Appointed Deputy			
None of the above			

6. FEES

Total Weekly Fee	£	Review Date or Change in Circumstance Date	
PAYABLE BY			
Resident	£	Local Authority	£
Representative	£	CCG/NHS	£
Name of Local Authority/CCG/NHS			

DECLARATION AND SIGNATURE

I confirm that the details above are correct. I have read the Terms of Residence and confirm my agreement to them.

RESIDENT	
SIGNATURE	
PRINT NAME	
DATE	___/___/___

REPRESENTATIVE/ATTORNEY	
SIGNATURE	
PRINT NAME	
DATE	___/___/___

HC-ONE	
SIGNATURE	
FULL NAME/POSITION	
DATE	___/___/___

DATA PROTECTION INFORMATION

HC-One Limited, as a care provider, must collect and use some personal information on our residents and their families, including personal health information, which is essential to our being able to provide effective and safe care and support. We also must meet certain regulatory requirements around the delivery of effective and safe care and support, as well as complying with any investigations conducted by local authorities and law enforcement.

This information is contained in individual files (manual and electronic) and other record systems, all of which are subject to strict security and authorised access policies.

Please see our online privacy statement for further details on how we collect, use and store your personal information: <https://www.hc-one.co.uk/Footer-Links/General-Privacy-Notice.aspx>

Some or all of the personal data we will collect is:

- Basic personal information, including name and address, date of birth and contact details;
- Financial information, including account and transactional information and history;
- Information about you and your family (such as dependents, marital status, next of kin and contact details);
- Information about your preferences and interests;
- Visual images (such as copies of passports);
- Details of any services you have received from us;
- Information we receive from other sources, such as government departments and healthcare providers;
- Our correspondence and communications with you;

I confirm that I have read and understand the above in relation to HC-One collecting, using and storing my data as described and as necessary to provide the care agreed for within the terms of the contract.

RESIDENT	
SIGNATURE	
PRINT NAME	
DATE	__/__/__

REPRESENTATIVE/ATTORNEY	
SIGNATURE	
PRINT NAME	
DATE	__/__/__

KEY TERMS

Date of Admission	This is the date on which we have agreed for you to start your placement.	
Registered Provider	HC One Limited	
[CQC]	Care Quality Commission, the national body which regulates the Home. Head Office: Citygate, Gallowgate, Newcastle-upon-Tyne, NE1 4PA	
[CIW]	Care Inspectorate Wales, the national body which regulates the Home. Head Office: Welsh Government Office, Rhydycar Business Park, Merthyr Tydfil CF48 1UZ	
Registered Manager		
Current Food Hygiene Rating		
Services included in your weekly Fee	<ul style="list-style-type: none"> • A choice of meals, plus snacks and non-alcoholic or alcoholic (where allowed) drinks throughout the day. We can also cater for special dietary requirements by arrangement. • Full use of the lounge, dining rooms, bathrooms and any other communal areas and gardens in the Home. • The opportunity to join in with activities and / or events run by the day care centre and the use of recreational facilities (you may be asked to make a financial contribution to the cost of some excursions, however we will notify you of any required charge in advance of any such excursion). • Internet access in line with our fair usage policy. • Use of a private room where available. 	
Extra Items	<ul style="list-style-type: none"> • All personal items such as clothing, newspapers/magazines, toiletries and hairdressing. • Specialist medical equipment not generally available in the Home and not provided by NHS. • Chiropody, physiotherapy, dental care, hearing aids, eye care (where not provided by NHS). • Private car hire or taxi service or transport to outside services except in cases of medical emergency. • Any other items of a personal nature not included in the weekly Fee. • Participation in some external recreational trips or social activities. • The NHS continence service assess and provide a maximum of four pads per 24 hour period. Any additional pads are charged at a cost. 	
Assisted Travel Charges	Urgent Medical Appointment	No charge
	Organised group trips	No charge (unless otherwise advised)
	Non-urgent appointment	£15 per hour
14 Day Cancellation Period	This only applies if we visit you in your home, hospital or somewhere other than the Home and you sign the Contract during or immediately after the visit. In these circumstances you can cancel the Contract for any reason within 14 days of signing this Contract by phone, email, letter, or by sending us the Cancellation Notice annexed to the Contract. We will refund any fees paid by you to the date of cancellation. We will not admit you to the Home until the 14 day Cancellation Period has passed unless you expressly ask us to by indicating your consent on the Notice of Right to Cancel Form.	

	If you do consent, and subsequently cancel the Contract during the Cancellation Period, we will charge you for all Fees incurred to date.	
How you can end the Contract after the Cancellation Period	If the Contract is for a fixed period it will end on the expiry of that period (or extension of it). If it is ongoing then on one weeks' written notice.	
How we may end the Contract after the Cancellation Period	<p>If you do not pay your Fees for 7 days</p> <p>If you breach the Contract or your behaviour is detrimental to the home, staff or residents</p> <p>Permanent closure of the home</p>	<p>Immediately</p> <p>One weeks' notice if we cannot meet your needs (or sooner on agreement if your safety is at risk) following warnings and consultation</p> <p>One weeks' notice</p>
Insurance	Our insurance for your personal effects covers up to £2000 per person. An excess of £50 will apply to each claim. See clause 10 for further details.	
Changes to the Contract	We will usually provide you with four weeks' notice of any changes. If you don't agree with the changes you may end the Contract by providing us with one weeks' notice and the changes won't take effect until the end of that notice period. You may request changes to the Contract in writing and we will let you know if the change is possible. Please see clauses 4 (Changes to Fees) and 18 (Change to the Contract).	

PART 2: OUR CHARGES

1 What is covered by our Fees?

- 1.1 Our weekly Fees include the services and items set out in the Key Terms under "Services included in your weekly Fee".
- 1.2 The cost of certain optional services and items are not covered by the weekly Fees but we can arrange for them to be provided to you at a cost. These are listed in the Key Terms under "Extra Items". You will be responsible for payment of these and we will advise you of their costs beforehand.
- 1.3 If you intentionally damage or break anything (which in this context means "beyond normal wear and tear") we will make a charge for the cost or repair or replacement and a reasonable administration charge.

2 If you or your Representative pays our Fees in full

- 2.1 If your care is for a fixed period then full Fees will be collected in advance. Payments can be made by debit or credit card through our Support Services office, or alternatively by such other payment method as we may agree with you. If your care is ongoing Fees will be collected on a four weekly or monthly basis as pre-agreed in line with our direct debit procedures. Prior to the first payment we will send an advance notice letter to advise of the first collection date. Extra Costs will be invoiced on a four weekly basis.
- 2.2 **If you do not pay our Fees** within 7 days of the date of invoice:

- (a) we will notify you and may consult with you and your representative to find out the reason for the arrears;
- (b) we may charge interest on Fees which are in arrears for more than **14 days from the date of invoice** at the Bank of England Plc base rate calculated on a daily basis from the due date up to the date of actual payment;
- (c) we may charge for all net reasonable professional and third party costs directly incurred in recovering outstanding Fees. These may include legal costs and those of a debt recovery agency we instruct to chase unpaid Fees;
- (d) we may end the Contract. Please see clause 8.1.

2.3 **If you think an invoice is incorrect**, please let us know as quickly as possible. We will not charge interest on late Fees until we have resolved the issue. We will provide a statement of your account and receipt for any monies paid on request.

2.4 If you pay the Fees through the use of Direct Payments, it is your responsibility to ensure that the amount of the Direct Payments is sufficient to meet the Fees. You agree to inform us immediately if there are any changes to the amount of Direct Payments you receive or if the Direct Payments are cancelled for any reason.

3. If your fees are paid in full or part by a funding authority.

3.1 If a local authority decides that you are no longer eligible for funding then you will need to pay the full private fee rate, as notified by the Home Manager, from the date that the local authority notification is received by the Home. If you do not wish to pay the full private fees from the date notified you should end the Contract in accordance with clause 7. If the NHS decides that you are no longer eligible for NHS funding, then unless you are eligible for local authority funding and we are in receipt of funding from the local authority you will need to pay the full private fee rate, as notified by the Home Manager, from the date that the NHS notification is received by the Home. For the avoidance of doubt, if the Council/NHS reclaim their fees prior to the received notification date then we will charge the Council/NHS fee to you to cover the same period reclaimed up to the notification date, with the full private fee then payable from the notification date and thereafter. If you do not wish to pay the full private fees from the date notified you should end the Contract in accordance with clause 7.

4. Changes to Fees

4.1 Your fees will be reviewed on an annual basis, the date of which will depend on the HC-One Care Home that you reside in. A list of annual fee review dates is provided in **Annex 2**.

Subject to clauses 4.2-4.6, your Fee will be fixed to the next annual uplift date, [**as shown at the back of this document**]. We will review and increase the Fee by 5.5% [**on the next annual uplift date**]. Please note the provisions of clause 20 (Funded Nursing Care) which confirm that any increases in the amount of FNC payable in respect of your care [where applicable] will not change the amount of Fees payable by you or any increase to those Fees payable under this clause.

For example, where your fee is £1,000 per week, [on the next annual uplift date] your new fee will be £[1,055] per week. This equates to an increase of £[2,860] over the year.

We will write to you providing a minimum of one month's prior notice to confirm the changes arising from our annual review and the new rates which will apply from the annual uplift date. This review is separate to any change in your Fee which occurs because of a change in your individual care needs.

If any increase in Fees results in the Home requiring an increase to the amount of a Third Party Top Up the Home will agree this with the local authority or NHS and the Third Party.

4.2 We may increase or decrease the Fees at other times where:

- (a) there is a significant change in your care needs, as assessed by health professionals resulting in the Home incurring either additional or reduced costs. We will consult with you and your representative before implementing a change and you will be entitled to see details of the assessments we have received as part of this process. If the change in your care needs results in you receiving 1:1 care from a member of staff, we may need to agree a new contract with you or your funding authority as applicable;
- (b) if, at your request or to ensure your safety, you move to a different room for which different Fees are payable. Details of our current room rates can be found on our website and are available on request. The new Fees will apply from the date of the room move;
- (c) the amount of FNC is decreased (see clause 20).

4.3 If clause 4.2(a) applies, we will usually give you four weeks' written notice before the change takes effect. If as part of the consultation you raise an issue over your assessment and the Fees, we will suspend our notice period until the dispute is resolved. If your care needs change very quickly and we have to put in additional care or facilities at short notice to safeguard your health, we will provide at least 7 days written notice. If this happens and you don't want to pay the increased Fees, you may end the Contract by giving us 7 days written notice without penalty.

4.4 In addition to clause 4.3, there may be circumstances where not providing additional care immediately would be harmful to you. We will give you immediate notice of any Fee increase the additional care will entail. If you do not want to pay the increased Fees you may end the Contract without penalty.

4.5 In the circumstances set out in clauses 4.2, 4.3 and 4.4, if there is a dispute and you choose to remain in the Home, then provided our decision is supported by independent assessment, we may backdate our Fees to the date on which you began to receive additional care.

4.6 In exceptional circumstances, for example where there is a major change in legislation, sector regulations or government policy which significantly increases our costs of providing

the service (perhaps new minimum staffing requirements or unforeseen changes to the national minimum or living wage), and to the extent not covered by clause 4.1 above, we may at the time of the annual review increase our Fees to reflect the increase in our costs.

5 Absences and Hospital Visits

- 5.1 If you are unable to attend the Day Centre for any reason, you will be charged the Fees for that period unless you give us one weeks' notice in writing.
- 5.2 Should you require a member of staff to accompany you to hospital (whether routine or emergency) or to an appointment, we reserve the right to charge an Assisted Travel Fee. Please see the Key Terms for details.

PART 3: ENDING THE CONTRACT

6. Cancelling the Contract within 14 days of signing

- 6.1 This clause only applies if we visit you in your home, hospital or somewhere other than the Home or our offices and you sign the Contract during or immediately after the visit.
- 6.2 In these circumstances you can cancel the Contract at any time (and for any reason) within 14 days of signing this Contract by telling us by phone, email, letter, or by sending us the Notice of Right to Cancel Form annexed to the Contract. If you have not been admitted to the Home during that period, we will refund you all Fees paid to date. We will not admit you to the Home until the 14 day Cancellation Period has passed unless you expressly ask us to by indicating your consent on the Notice of Right to Cancel Form. If you do, and subsequently cancel the Contract during the Cancellation Period, we will charge you for all Fees incurred to date.

7 How can you end the Contract?

- 7.1 If your care is for a fixed period, you will need to pay the Fees for the whole of that period. If your care is ongoing and you no longer wish for us to provide day care, you may end the Contract by providing us with one weeks' written notice. Your Fees will remain payable until the end of the notice period even if you leave before then. If we are able to re-allocate your place to a new resident during the fixed period or the notice period (as applicable), we will provide a pro-rata refund within 10 days of you leaving.

8. How can we end the Contract?

- 8.1 We may end the Contract in the following circumstances:

If we can no longer meet your needs	Our aim is to provide you with day care for as long as you need. However there are times when the category of care we are registered to provide may not meet your needs. If this happens, we will consult with all relevant parties to make alternative arrangements for your care. We will give you one weeks' written notice.
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If you do not pay your Fees	Immediately if your Fees or any part of them remain unpaid for a period of 7 days from the due date for payment, provided that we have notified you of the missed payment(s) to enable you to clear the arrears.
Your behaviour/incompatibility	If, having taken into account the type of care we have agreed to provide, your behaviour (or that of your visitors) is such that we consider your continued placement at the Home to be detrimental to you, our staff or other residents or you persistently breach the Contract. Before asking you to leave we will make all reasonable efforts to address and manage detrimental behaviour, including giving warnings and consulting with you and your representatives. Where we ask you to leave we will give you one weeks' notice. If you do not agree with our decision you may use the procedure detailed in clause 17.
Permanent Closure of the Home	One weeks' notice.
Emergency Closure of the Home	In the unlikely event that the Home has to be closed in an emergency, we will ask you to leave immediately. We would try and offer you an alternative place at one of our other homes or provide reasonable assistance to help you find an alternative. If you accept the offer to stay in an alternative home the charges applicable to that home would apply. If you did not accept the offer or a place could not be found, we will refund any Fees you have paid in advance. If the closure is only temporary, we will suspend the Contract and Fees for that period and you will be offered the opportunity to move back to the Home.
If you are in hospital	One weeks' notice. Please see clause 5.1 for further details.

9. What happens when the Contract ends?

- 9.1 We ask you to remove your belongings from the Home on the day of departure. In the event of death Fees will be payable to the date of death. If neither the belongings are removed within the timescale stated above nor alternative arrangements are made, the Home may store the possessions for a further period of 14 days. Any cost incurred will be charged to you or your estate (if applicable). The Home will write to you or representative to request removal of the belongings. If they are not collected within the 14 day period, the Home may dispose of them for a reasonable cost. The age and condition of the possessions will be taken into account when determining what is "reasonable". The Home will account to you for any proceeds of sale less any costs incurred in storing and disposing of the possessions.
- 9.2 We will provide you with a statement of account. Subject to clauses 1.3 (damage) and 9.3 we will refund any Fees or costs paid in advance for services not provided.
- 9.3 If the Contract ends due to your fault (for example, non-payment or your breach/behaviour), we may deduct from any amounts owing to you under clause 9.2, an amount necessary to compensate us for any loss directly caused by your conduct.

PART 4: GENERAL TERMS

10. Insurance

- 10.1 Our insurance for your personal effects covers up to £2000 per person. An excess of £50 will apply to each claim. This does not cover damage by theft or personal effects partly or wholly of precious metal, jewellery, watches, furs, contacts lenses, portable electronic entertainment equipment, cameras, money or securities of any description. You should arrange your own insurance to cover these items. Whilst we make every effort to provide a secure environment we are not responsible for loss or damage to your belongings unless we have failed to take reasonable precautions to look after them. Further details of our insurance cover are included in the service user's guide.

11. Medication

- 11.1 All medication, including homely remedies, must be handed in on admission or the home's drugs cupboard. You will be supported to self-medicate wherever possible and appropriate, in line with an appropriate risk assessment. If you do not self-administer your medicines safely or correctly we will review the risk assessment with you and may revert to administering medication for you.

12. Care Plans and Your Information

- 12.1 On admission to the Home, we will work with you to establish your personalised care plan which will be reviewed at intervals during your stay. Please ensure that all information you provide to us is provided on request, kept up-to-date and accurate and that you keep us informed of any changes.
- 12.2 We will collect and process personal data and sensitive data (also known as special categories of personal data) relating to you in accordance with our privacy policy, a copy of which will be provided to you on admission. We are committed to complying with the data protection legislation which is defined as, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK.

Page 5 contains more information and your agreement to consent to our processing of your personal data.

13. Personal Finances

- 13.1 Our staff are not permitted to accept gifts or bequests, provide advice or sign documents concerning your personal finances, legal issues or otherwise. If requested, we can help you identify professional advisors to help you with your personal affairs but we do not recommend or endorse any particular professional and carry no liability for their advice or actions.

14. Accidents

14.1 We will notify your relatives or representative(s) of any accidents, injuries or illness sustained by you as soon as reasonably practicable to do so, with all incidents recorded in our log book which is available for inspection on request.

15. Visitors

15.1 Its is our policy to encourage open visiting to the Home, provided that it is acceptable to the residents and does not adversely affect the quality of life of residents in any way. Please note that we reserve the right to refuse or limit entry to visitors if their behaviour is persistently or materially abusive or threatening or where they pose a real and significant danger to residents, staff or other visitors.

15.2 Any ban will be made after a thorough risk assessment and consultation with the individuals concerned and is subject to the appeal process set out in our complaint policy (see clause 17). We will keep any ban under regular review.

16. General Rules

16.1 For the benefit of the smooth running of the Home and for the comfort and happiness of all residents, we ask you to observe a set of simple rules, which we will provide to you on admission and which are displayed in the Home. These include smoking and pet policies and fire safety measures.

17. Resolving issues and our complaints procedure

17.1 We will ensure that we provide our service to you with reasonable care and skill and maintain a standard of care as required by law. We will not exclude or limit our liability to you where we fail to meet these standards (including where our negligence results in death or personal injury or loss or damage to your belongings).

17.2 We shall not have any liability to you if there is any interruption to the services arising from events beyond our reasonable control, for example fire, extreme weather conditions, terrorist activity or outbreak of an infectious disease. In such circumstances we will offer you all reasonable assistance and take all reasonable steps to ensure continuity of care for you.

17.3 We are always pleased to hear from you if you have comments or feedback about the Home. If you do feel that something is not as you would like it to be or you think we have made a decision which is unfair, please refer to our complaints procedure which is on display at the Home or for further information please speak to the Home Manager or contact the Standards & Compliance Team at:

Standards and Compliance Team
Southgate House,
Archer Street,
Darlington,
County Durham,
DL3 6AH
E-mail: standards@hc-one.co.uk
Telephone: 01325 351100

17.4 Should you have any issues or queries about how we handle personal information about you or your relative, you should contact the HC-One Data Protection Officer. They can be contacted at the above address and phone number or by emailing:

DataProtectionOfficer@hc-one.co.uk

17.5 Where you remain unhappy about the handling of personal information about you or your relative, you complain to the Information Commissioners Officer at:

Information Commissioners Officer

Wycliffe House

Water Lane

Wilmslow

Cheshire

SK9 5AF

E-mail: casework@ico.org.uk

Telephone: 0303 123 1113

18. Changes to the Contract

18.1 If we need to make any changes to this Contract, for example due to changes in how we operate the Home or changes to new legislation or government policy, we will provide you with at least four weeks' written notice. Where the change is substantial and exceptional but we cannot continue our service without making it, we will provide at least 16 weeks' notice and consult with you about it. The change will take effect on the date notified unless, before it is due to take effect, you give us one weeks' written notice to end the Contract.

18.2 If you would like to make any changes to this Contract, please let us know. We will let you know if this is possible and agree any amendments to the Contract as a result.

19. Legal Status of the Contract

19.1 If you have not signed this Contract but have been admitted to the Home, provided you were made aware of the terms of the Contract in good time before your Date of Admission, you will be deemed to have accepted it.

19.2 You agree that this Contract will take precedence over any other agreements made between us. This means that if you have signed a previous contract with us, this one will replace it.

19.3 This Contract shall be governed exclusively by the laws of England and Wales. Each of the parties to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Contract or its formation or validity and, for these purposes, each party irrevocably submits to the exclusive jurisdiction of the courts of England.

19.4 The Contract (Rights of Third Parties) Act 1999 shall not apply to this Contract. This means that a person or organisation who is not a party to the Contract cannot enforce its terms.

- 19.5 If a resident is funded by a funding authority and any of the terms of this Contract conflict with the terms of the funding authority's contract with the Home, the terms of the latter shall take precedence.
- 19.6 We may transfer this Contract to another organisation. We will consult with you in advance if we plan to do this. If you are unhappy with this, you may end the Contract in accordance with clause 7.
- 19.7 If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs in this Contract operates separately.
- 19.8 Even if we delay in enforcing this Contract, we can still enforce it later. For example, if you miss a payment and we do not chase you but continue to provide the services, we can still require you to make a payment at a later date.
- 19.9 Please make sure you have read the whole of this Contract before signing. You should take independent legal advice if you are unsure about anything.

20 Funded Nursing Care (FNC)

- 20.1 Nursing care provided by the Home may be funded by the NHS. This is called NHS Funded Nursing Care Contribution (FNC) and is provided by the NHS to contribute to the overall cost of providing registered nursing care services. It is separate to services covered by the Fees you pay us under this Contract (see Key Terms) We will let you know within 28 days of the Date of Admission, or as soon as practical thereafter, of any FNC which is paid in respect of your nursing care and provide you with a refund if the Fees we have charged to date include the FNC.
- 20.2 The FNC will be the rate set by the NHS from time to time and is subject to assessment. In most cases, the amount of FNC paid is insufficient to cover the actual costs of nursing care provided by the Home. We will notify you of any changes in the FNC rate from time to time. Any increases in the amount of FNC payable in respect of your care will not affect the amount of the Fees payable by you and you will not receive a refund of any Fees paid to date. If the FNC is decreased or stopped (other than where you have been temporarily admitted to hospital or in the period after death), we may need to increase our Fees to cover our costs and will do so in accordance with clause 4.2 above.

ANNEX 1

NOTICE OF THE RIGHT TO CANCEL

- You have a right to cancel this Contract without giving any reason.
- This right can be exercised by telling us by phone, email, letter, or by delivering the Cancellation Form below to our office at any time within the period of 14 days starting from the date you sign this Contract.
- You can still cancel this Contract at any other time by giving the required notice as set out in clause 11. To meet the deadline, it is sufficient for you to send your communication asking to cancel the Contract before the 14 day period has ended.
- If you asked us to provide the service during the 14 day period, you agree to pay us for any services you receive up to the date you sent us notice asking us to cancel the Contract.
- If you have already made payment to us (including the Reservation Deposit) we will reimburse you, less any amounts payable for the service provided.
- We will make this reimbursement within 14 days from the date you tell us you want to cancel. You will not incur any fees as a result of the reimbursement.

CANCELLATION NOTICE

If you wish to cancel this Contract you may use this form but you do not have to. Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THIS CONTRACT.

To:

.....
(Home Manager & Care Home)

I give notice that I wish to cancel my contract dated with the above home in respect of

.....
.....
(Resident Name)

Signed

.....

Name and Address:

.....

.....
.....

.....

....

Date:

.....

Please sign below if you agree to us providing the service within the 14 day period you have to cancel this Contract.

Delete as appropriate:

I do/do not agree to the Home providing any services to me within the period of 14 days starting with the date this Contract was signed.

YOU	
SIGNATURE	
PRINT NAME	
DATE	___/___/___

ANNEX 2

ANNUAL PRIVATE PAY FEE INCREASE DATE

Aberford Hall Care Home - 1st February	Barleystone Court Care Home - 1st February
Abermill Care Home - 1st February	Barnby Court Care Home - 1st February
Aberpennar Court Care Home - 1st February	Barton Brook - 1st January
Acacia Care Home - 1st February	Beaconsfield Court Care Home - 1st February
Acacia Court - 1st February	Beamish Homecare - 1st April
Acacia Lodge - 1st January	Beauvale Care Home - 1st February
Acomb Court - 1st February	Beechcroft Care Home - 1st February
Acorn Hollow Care Home - 1st February	Beeches - 1st February
Adelaide House - 1st January	Beeches Care Home /Nottingham - 1st February
Admirals Reach - 1st January	Beeches The, Care Home/Doncaster - 1st February
Ailsa Craig - 1st January	Beeches The, Care Home/Dunfermline - 1st February
Alexander Care Home - 1st February	Bellefield Care Home - 1st February
Alexander Court Care Home - 1st February	Berewecke Court - 1st January
Altham Court - 1st January	Berry Hill Care Home - 1st February
Amber Lodge - 1st February	Birches The, Care Home - 1st February
Amerind Grove - 1st January	Bishopsgate Lodge Care Home - 1st February
Annfield House Care Home - 1st February	Blar Buidhe Care Home - 1st February
Appleton Lodge Care Home - 1st February	Bluebell View – 1 st February
Appleton Manor Care Home - 1st February	Brandon House Care Home - 1st February
April Park - 1st February	Branston Court - 1st January
Arcadia Gardens Care Home - 1st February	Bridgewater Park - 1st February
Ascot Lodge Care Home - 1st February	Brierton Lodge - 1st January
Ash Court - 1st February	Brindley Court Care Home - 1st February
Ash Grange Care Home - 1st February	Broadoak Manor - 1st January
Ashbourne Lodge Care Home - 1st February	Brompton House - 1st January
Ashgrove Care Home/Dudley - 1st February	Brookdale View Care Home - 1st February
Ashgrove Care Home - 1st February	Brooklands Care Home - 1st February
Ashington Grange Care Home - 1st February	Cairnie Lodge Care Home - 1st February
Ashton Grange Care Home - 1st February	Callands Care Home - 1st February
Ashton View Care Home - 1st February	Capwell Grange - 1st January
Aspen Court - 1st January	Carders Court - 1st January
Aspen Court Care Home - 1st February	Carr Gate Care Home - 1st February
Aston House Care Home - 1st February	Carrington Court Care Home - 1st February
Augustus Court - 1st February	Castle Gardens Care Centre - 1st February
Avalon Park Care Home - 1st February	Castle View Care Home - 1st February
Avandale Lodge Care Home - 1st February	Catmoor House Care Home - 1st February
Averill House Care Home - 1st February	Cedar Court Care Home - 1st February
Avon Court - 1st January	Cedar House Care Home - 1st February
Avon Park - 7th March	Chandlers Ford Care Home - 1st February
Bakers Court - 1st January	Chapel Level Care Home - 1st February
Balcarres - 1st January	Charters Court - 7th March
Balfarg Care Home - 1st February	Chaseview (Romford) - 1st January
Ballumbie Court Care Home - 1st February	Chaseview Care Home (Staffs) - 1st February
Balnacarron - 1st January	Chorlton Place Care Home - 1st February
Bankhouse - 1st January	Church View Care Home - 1st February
Bankwood Care Home - 1st February	Claremont - 1st January
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Clarendon Hall Care Home - 1st February
Cold Springs Park - 1st January
Colton Lodges - 1st January
Copper Hill - 1st January
Coppice Court - 1st January
County Homes Care Home - 1st February
Cradlehall Care Home - 1st February
Croft Avenue - 1st January
Cwrt-Clwydi-Gwyn Care Home - 1st February
Daffodils The, Care Home - 1st February
Daisy Nook - 1st February
Dale Park Care Home - 1st February
Daneside Court Care Home - 1st February
Daneside Mews Care Home - 1st February
Darnley Court - 1st January
Defoe Court Care Home - 1st February
Dingle Meadow Care Home - 1st February
Douglas View Care Home - 1st February
Dove Court - 1st January
Dovedale Court Care Home - 1st February
Drummohr Care Home - 1st February
Eastbank - 1st January
Eastbourne House - 1st February
Eden House - 1st February
Elmwood Care Home - 1st February
Elmwood House - 7th March
Elstree Court - 1st January
Fairview Care Home - 1st February
Falstone Court - 1st February
Falstone Manor - 1st February
Fazakerley House - 1st February
Ferndale Court Care Home - 1st February
Ferndale Mews Care Home - 1st February
Fieldway - 1st January
Finavon Court Care Home - 1st February
Fir Trees - 1st February
Fleming Court - 1st February
Forest Court - 1st January
Forthbank Care Home - 1st February
Fosse Way View Care Home – 1st February
Four Seasons Care Home - 1st February
Foxton Court - 1st February
Fullarton - 1st January
Gallions View - 1st January
Ghyll Grove - 1st January
Gittisham Hill House - 7th March
Glanffrwd Care Home - 1st February
Godden Lodge - 1st January
Grampian Court - 1st February
Greatwood - 1st February
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Greenfield Park Care Home - 1st February
Greengables - 1st January
Greenways Court - 1st February
Grey Ferrers - 1st January
Grosvenor Park - 1st January
Guide Lane Care Home - 1st February
Hamewith Lodge Care Home - 1st February
Harley Grange Care Home - 1st February
Harnham Croft - 1st January
Hartford Court - 1st February
Hatton Lea - 1st January
Haven - 1st January
Hawthorn Court - 1st February
Hebburn Court Care Home - 1st February
Highclere - 1st January
Highfield (Halesworth) - 1st January
Highfield Care Home - 1st February
Highgate (Glasgow) - 1st January
Hillside View Care Home - 1st February
Himley Mill - 1st January
Hinckley Park Care Home - 1st February
Hodge Hill Grange Care Home - 1st February
Hollymere House Care Home - 1st February
Holme Lea - 1st February
Holmwood Care Home - 1st February
Home Farm Care Home - 1st February
Hurst Hall - 1st February
Hyde Nursing - 1st February
Ilsom House - 1st January
Jack Dormand Care Home - 1st February
John Joseph Powell - 1st February
Kesteven Grange Care Home - 1st February
Kings Park Care Home - 1st February
Kingsfield - 1st February
Kinnaird Manor Care Home - 1st February
Kintyre Care Home - 1st February
Kirkby House - 1st February
Kirknowe - 1st January
Kirkwood Court - 1st February
Knowles Court - 1st January
Knowsley Manor Care Home - 1st February
Kyle Court Care Home - 1st February
Ladywood Care Home - 1st February
Larchwood Care Home - 1st February
Lauren Court - 1st February
Leeming Garth Care Home - 1st February
Leighton Court Care Home - 1st February
Liniithgow Care Home - 1st February
Llys Newydd Care Home - 1st February
Lomond Court Care Home - 1st February

Lothian House Care Home - 1st February
Lunan Court Care Home - 1st February
Lyndon Hall Care Home - 1st February
Magna Care Home - 1st February
Manor House - 1st January
Maple Court Care Home - 1st February
Maple Lodge Care Home - 1st February
Market Lavington - 1st January
Mavisbank Care Home - 1st February
Meadow Bank - 1st January
Meadow Bank House Care Home - 1st February
Meadowlands Care Home - 1st February
Melbury Court - 1st February
Merino Court Care Home - 1st February
Mersey Parks - 1st January
Millbrook - 1st February
Milliner House Care Home - 1st February
Monmouth Court - 1st January
Moss Park Care Home - 1st February
MossDale Care Home - 1st February
Moss View Care Home - 1st February
Mugdock House - 1st January
Murrayfield House Care Home - 1st February
Needham Court - 1st February
Newlands Care Home - 1st February
Northgate House Care Home - 1st February
Northview Lodge Care Home - 1st February
Oak Tree Mews Care Home - 1st February
Oakhill House - 1st January
Oakland Care Home/Rochdale - 1st February
Oaklands Care Home/Essex - 1st February
Oakwood House - 1st January
Old Gates - 1st January
Orchard Mews Care Home - 1st February
Orchard The, Care Centre/Alloa - 1st February
Orchards The, Care Home/Birmingham - 1st February
Overdene House Care Home - 1st February
Park House - 1st February
Parklands Care Home - 1st February
Pendleton Court Care Home - 1st February
Peniel Green Care Home - 1st February
Pennwood Lodge Care Home - 1st February
Perry Locks - 1st January
Pinehurst - 1st January
Plas Cwm Carw Care Home - 1st February
Primrose House Care Home - 1st February
Priorslee House Care Home - 1st February
Priory Gardens Care Home - 1st February
Priory Mews - 1st January
Pytchley Court Care Home - 1st February
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Quarry Hall Care Home - 1st February
Quayside - 1st January
Redesdale Court - 1st February
Redmill Care Home - 1st February
Regency Court - 1st January
Richmond House Care Home - 1st February
Ridgeway Lodge - 1st January
Rievaulx House - 1st February
Ringway Mews - 1st January
River Court - 1st January
Riverside View Care Home - 1st February
Roby House - 1st February
Roby Lodge - 1st February
Rose Court Care Home - 1st February
Roseberry Court - 1st February
Rosebridge Court - 1st February
Roseland Court - 7th March
Rowan Garth - 1st January
Rowans The, Care Home - 1st February
Roxburgh House Care Home - 1st February
Sandon - 1st February
Seabrooke Manor - 1st January
Shaw Side - 1st January
Shelton Lock - 1st January
Sheraton Court - 1st February
Silverwood Care Home/Nottingham - 1st February
Silverwood Care Home/Rotherham - 1st February
Snapethorpe Hall Care Home - 1st February
Springfield Bank Care Home - 1st February
Springfield House - 1st February
Springwater Lodge Care Home - 1st February
St Christophers - 1st January
St Clare's Court - 1st February
St James Park - 1st January
St Margaret's Care Home - 1st February
St Marks - 1st January
St Martin's Care Home - 1st February
St Marys - 1st January
St Nicholas - 1st January
St Peter's Court - 1st February
Stadium Court - 1st January
Stamford Court - 1st February
Stoneleigh Care Home - 1st February
Stoneyford Care Home - 1st February
Strathtay House Care Home - 1st February
Straven House - 1st January
Summerhill - 1st January
Summerville - 1st January
Sunnyside - 1st February
Sutherland Court - 1st February

Swallownest Care Home - 1st February
Sycamores - 1st February
Tenlands Care Home - 1st February
Thamesfield - 7th March
The Borrins - 1st January
The Cambridge - 1st January
The Crest - 1st January
The Denby - 1st February
The Elms - 1st January
The Gables - 1st January
The Gardens - 7th March
The Glen - 1st January
The Grange - 7th March
The Harefield - 1st January
The Hornchurch - 1st January
The Hyde - 1st January
The Moat House - 7th March
The Oakes - 1st February
The Polegate - 1st January
The Red House - 1st January
The Westbury - 1st January
Tower Bridge Care Home - 1st February
Trafalgar Park Care Home - 1st February
Tranent Care Home - 1st February
Victoria Gardens Care Home - 1st February
Victoria House Care Home - 1st February
Victoria Manor - 1st January
Victoria Manor Care Home - 1st February
Victoria Mews Care Home - 1st February
Victoria Park Care Home/ Coventry - 1st February
Victoria Park Care Home/Ilkeston - 1st February
Village The, Care Home - 1st February
Warrens Hall - 1st January
Waterside - 1st January
Westleigh Lodge Care Home - 1st February
Westmoor View - 1st January
Westwood Lodge - 1st February
White Gables Care Home - 1st February
White Rose House - 1st February
Willow Court Care Home - 1st February
Willows The, Care Home - 1st February
Windsor Court Care Home - 1st February
Winters Park - 1st January
Wombwell Hall - 1st January
Woodcross Care Home - 1st February
Woodlands View - 1st January
Woodside Court Care Home - 1st February
Worsley Lodge Care Home - 1st February
Wyndford Locks - 1st January
Yew Trees - 1st February
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