



# Residency Agreement



*We are delighted you have chosen us* 

## HC-ONE

### TERMS AND CONDITIONS OF PERMANENT RESIDENCE

#### 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 <b>resident</b>	You are the resident and have capacity to sign the Contract. You will be personally bound by the Contract.
A <b>representative</b> 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 <b>Attorney</b> OR validly appointed <b>Intervener</b> or <b>Guardian</b>	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 if your appointment ceases to be valid and of any replacement Attorney, Intervener or Guardian.
A <b>Guarantor</b>	You have agreed to guarantee payment of the Fees. Please review clauses 1-8 as you are agreeing to these clauses as a legal obligation.
<b>Third Party</b>	Where the resident has funds or capital below the threshold and is funded or part funded by Local Authority or Health & Social Care Partnership and there is a shortfall between the fees paid by the funding authority and the fees charged by the Home or additional services or a superior room is selected, in certain circumstances the difference can be paid by a third party. This is known in the Contract as a " <b>Third Party Top Up</b> ". The person paying the "Third Party Top Up" will be asked to enter into a separate agreement with the Home in the form set out in <b>Annex 3</b> . Please see clause 3 for further details. Top Ups relating to local authority placements must always be agreed with the local authority.

##### 3. INFORMATION ABOUT US

<b>Name</b>	HC-ONE LIMITED
<b>Company number</b>	07712656 (HC-One Limited)
<b>Registered Office</b>	Southgate House, Archer Street, Darlington, County Durham DL3 6AH

<b>Website</b>	<a href="http://www.hc-one.co.uk">www.hc-one.co.uk</a>
<b>Contact Telephone Number</b>	01325 351100
<b>Contact Email Address</b>	<a href="mailto:contracts@hc-one.co.uk">contracts@hc-one.co.uk</a>
<b>VAT Number</b>	218770886
<b>Other Trading Names</b>	HC-ONE No. 1 LIMITED HC-ONE No. 2 LIMITED HC-ONE No. 3 LIMITED HC-ONE No. 4 LIMITED
<b>Other Company Numbers</b>	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			
<b>Home Name</b>			
RESIDENT'S DETAILS			
<b>Name</b>	(Mr/Mrs/Miss/Ms/Dr)		
<b>Date of Birth</b>		<b>National Insurance Number</b>	
<b>Date of Admission</b>		<b>Room Number</b>	
<b>Care Type</b>	Nursing/Dementia Nursing/ Dementia Residential/Residential/Respite/Intermediate		
TO BE COMPLETED FOR ALL RESIDENTS			
1. Have you a 12 Week Property Disregard or Deferred Payment Agreement in place with the local authority?	Yes/No		
2. Are you in the process of arranging a Deferred Payment Agreement?	Yes/No		
3. If you own a property, please provide the address.	..... ..... .....		
4. If the property is jointly owned please provide details of all joint owners and their relationship to you.	.....		
5. Please provide details of all individuals living at the property.	.....		
6. Do you intend to sell your property?	Yes/No		
7. If 'yes' to the above, please confirm when you expect to market the			

property and the expected sale value.	.....
8. Please provide details of savings or any other assets over the current local authority threshold (set at £35,500) that you have.	..... .....

**5. INFORMATION ABOUT YOUR REPRESENTATIVE/ATTORNEY**

<b>Full Name</b>	(Mr/Mrs/Miss/Ms/Dr)		
<b>Address</b>		<b>Post Code</b>	
<b>Telephone Number</b>		<b>Email Address</b>	
<b>LEGAL STATUS (please tick and provide copy of documents)</b>			
<b>Pre-Adults with Incapacity (Scotland) Act 2000 Power of Attorney</b>			
<b>Registered Continuing Power of Attorney</b>			
<b>Registered Continuing and Welfare Power of Attorney</b>			
<b>Registered Welfare Power of Attorney</b>			
<b>Intervention Order</b>			
<b>Guardianship</b>			
<b>None of the above</b>			

**6. INFORMATION ABOUT THIRD PARTY (TOP UP)**

<b>Full Name</b>	(Mr/Mrs/Miss/Ms/Dr)		
<b>Address</b>		<b>Post Code</b>	
<b>Telephone Number</b>		<b>Email Address</b>	

7. FEES

<b>Total Weekly Fee</b> <i>(Please ensure the boxes below match to the total weekly fee)</i>	£	<b>Review Date or Change in Circumstance Date</b>	
<b>PAYABLE BY (THE AMOUNTS BELOW SHOULD ADD TO THE TOTAL WEEKLY FEE)</b> <i>* If you are unsure about any of the amounts below please refer to the guidance – Section 7</i>			
<b>Resident (Private Pay or Client Contribution)</b>	£	<b>Local Authority</b>	£
<b>Representative (Next of Kin) / (POA)</b>	£	<b>Free Personal Care or Free Personal and Nursing Care</b>	£
<b>Third Party (Top Up)</b>	£	<b>Local Authority or Health and Social Care Partnership</b>	£
<b>(Accrual Amount – DPA)</b>	£		
<b>Name of Local Authority or Health and Social Care Partnership</b>			
<b>If you own a property, please confirm the number of weeks that you are able to self-fund (on the Local Authority's current rules) before becoming eligible to apply for public funding</b>			
<p>These Fee details above (including the Total Weekly Fee) shall be deemed to be amended accordingly with effect from the date of any change to: (i) the Fees in accordance with clause 5; (ii) FPNC, as referred to in clause 6; or (iii) any other component that makes up the Total Weekly Fee.</p>			

**DECLARATION AND SIGNATURE**

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

<b>RESIDENT</b>	
<b>SIGNATURE</b>	
<b>PRINT NAME</b>	
<b>DATE</b>	___/___/___

<b>REPRESENTATIVE/ATTORNEY</b>	
<b>SIGNATURE</b>	
<b>PRINT NAME</b>	
<b>DATE</b>	___/___/___

<b>GUARANTOR</b>	
<b>SIGNATURE</b>	
<b>PRINT NAME</b>	
<b>DATE</b>	___/___/___

<b>HC-ONE</b>	
<b>SIGNATURE</b>	
<b>FULL NAME/POSITION</b>	
<b>DATE</b>	___/___/___

## 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

<b>Date of Admission</b>	This is the date on which we have agreed for you to move in.
<b>Start Date</b>	The date on which this Contract is signed by you.
<b>Registered Provider</b>	HC One Limited
<b>Care Inspectorate</b>	Care Inspectorate Scotland, the national body which regulates the Home. Head Office: Compass House, 11 Riverside Drive, Dundee
<b>NCHC</b>	National Care Home Contract
<b>Registered Manager</b>	
<b>Current Food Hygiene Rating</b>	
<b>Services included in your weekly Fee</b>	<ul style="list-style-type: none"> <li>• Care as set out in your care plan (excluding nursing care funded by Free Personal Care and Nursing Care).</li> <li>• Furnished accommodation in a room for your exclusive use, unless you have decided to opt for a companion option where you choose to share a room with another resident, friend or spouse;</li> <li>• A choice of meals, plus snacks and non-alcoholic or alcoholic (where allowed) drinks. We can also cater for special dietary requirements by arrangement.</li> <li>• Full use of the lounge, dining rooms, bathrooms and any other communal areas and gardens in the Home.</li> <li>• Certain activities and / or events and the use of recreational facilities (<b>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</b>).</li> <li>• Laundry service excluding dry cleaning and hand washing.</li> <li>• Liaison with your GP, social worker, district nurse, dentist, chiropodist and other professionals. <b>You may be asked to meet any charge that any of these professionals make in the event that these services are not available via the Local Authority or Health &amp; Social Care Partnership.</b></li> <li>• Central heating (in season), hot water and lighting.</li> <li>• Supply of bed linen and towels.</li> <li>• Maintenance of the grounds of the Home.</li> <li>• Maintenance and repair (as necessary) of the Home, its furnishings and furniture.</li> <li>• Insurance of the home and its contents (see clause 16 for further details).</li> <li>• Intercommunication system and all necessary fire alarms, extinguishers and emergency lighting.</li> <li>• Internet access in line with our fair usage policy.</li> </ul>
<b>Extra Items</b>	<ul style="list-style-type: none"> <li>• All personal items such as clothing, newspapers/magazines, toiletries and hairdressing.</li> <li>• Clothing labels.</li> <li>• Specialist medical equipment not generally available in the Home and not provided by Local Authority or Health &amp; Social Care Partnership.</li> <li>• Chiropody, physiotherapy, dental care, hearing aids, eye care (where not provided by Local Authority or Health &amp; Social Care Partnership).</li> <li>• Internet use in excess of our fair usage policy.</li> <li>• Private telephone and TV installation in your room and all associated costs, including TV licence (except where you are eligible for a free licence).</li> </ul>



	<ul style="list-style-type: none"> <li>• Dry cleaning.</li> <li>• Private car hire or taxi service or transport to outside services except in cases of medical emergency.</li> <li>• Care and maintenance of pets.</li> <li>• Registration process in the event of death.</li> <li>• Any other items of a personal nature not included in the weekly Fee.</li> <li>• Participation in some external recreational trips or social activities.</li> <li>• The NHS continence service assess and provide a maximum of four pads per 24 hour period. Any additional pads are charged at a cost.</li> </ul>								
<b>Assisted Travel Charges</b>	<table> <tr> <td>Urgent Medical Appointment</td> <td>No charge</td> </tr> <tr> <td>Organised group trips</td> <td>No charge (unless otherwise advised)</td> </tr> <tr> <td>Non-urgent appointment</td> <td>£15 per hour</td> </tr> </table>	Urgent Medical Appointment	No charge	Organised group trips	No charge (unless otherwise advised)	Non-urgent appointment	£15 per hour		
Urgent Medical Appointment	No charge								
Organised group trips	No charge (unless otherwise advised)								
Non-urgent appointment	£15 per hour								
<b>Reservation Deposit</b>	£200 per week for a maximum of one week. This will apply in the circumstances described in clause 1.5 if you wish to delay your Date of Admission and would like us to hold your place for you.								
<b>First Four Weeks' Fees</b>	£[            ]								
<b>Minimum Proof of Funding Requirement</b>	3 years								
<b>Trial Period</b>	4 weeks								
<b>14 Day Cancellation Period</b>	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.								
<b>How you can end the Contract after the Cancellation Period</b>	<table> <tr> <td>During the Trial Period</td> <td>One weeks' written notice</td> </tr> <tr> <td>After the Trial Period</td> <td>Four weeks' written notice</td> </tr> </table>	During the Trial Period	One weeks' written notice	After the Trial Period	Four weeks' written notice				
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<b>How we may end the Contract after the Cancellation Period</b>	<table> <tr> <td>During the Trial Period</td> <td>One weeks' written notice</td> </tr> <tr> <td>If you do not pay your Fees for 12 weeks</td> <td>Four weeks' written notice</td> </tr> <tr> <td>If you breach the Contract or your behaviour is detrimental to the home, staff or residents</td> <td>Four weeks' notice if we cannot meet your needs (or sooner on agreement if your safety is at risk) following warnings and consultation</td> </tr> <tr> <td>Permanent closure of the home</td> <td>Four weeks' notice</td> </tr> </table>	During the Trial Period	One weeks' written notice	If you do not pay your Fees for 12 weeks	Four weeks' written notice	If you breach the Contract or your behaviour is detrimental to the home, staff or residents	Four weeks' notice if we cannot meet your needs (or sooner on agreement if your safety is at risk) following warnings and consultation	Permanent closure of the home	Four weeks' notice
During the Trial Period	One weeks' written notice								
If you do not pay your Fees for 12 weeks	Four weeks' written notice								
If you breach the Contract or your behaviour is detrimental to the home, staff or residents	Four weeks' notice if we cannot meet your needs (or sooner on agreement if your safety is at risk) following warnings and consultation								
Permanent closure of the home	Four weeks' notice								
<b>Insurance</b>	Our insurance for your personal effects/room contents covers up to £2000 per person. An excess of £100 will apply to each claim. See clause 16 for further details.								

<b>Changes to the Contract</b>	We will provide you with six weeks' notice of any changes to the Contract. This may include non-fee related changes or an annual increase in Fees. If you don't agree with the changes you may end the Contract by providing us with four 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 5 (Changes to Fees) and 25 (Changes to the Contract).
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## 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 The **first four weeks' Fees** (see Key Terms) must be paid on the Date of Admission.
- 1.4 The Date of Admission is the date on which we have agreed you will move in to the Home and from which the Fees are due and payable. If you do not move in on this date, we will only maintain your place at the Home in accordance with the terms of clause 1.5.
- 1.5 If you do not wish to move in on the Date of Admission for any reason other than described in clause 1.6, you may ask us to hold your room by paying a Reservation Fee. You will need to sign the Reservation Agreement in **Annex 2** and pay the Reservation Fee. Payment of the Reservation Fee ensures your room is held for a period of one week (**Reservation Period**) and is non-refundable. If you do not move in on the first day after the end of the Reservation Period, we may end the Contract with immediate effect and retain the Reservation Fee. If you do not pay the Reservation Fee on the date of the Reservation Agreement, we may end the Contract with immediate effect.
- 1.6 If the Date of Admission is delayed because we are at fault (for example, your room is not ready or where we withdraw our offer), we will hold your room for you without payment of a Reservation Fee.
- 1.7 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 of replacement and a reasonable administration charge.
- 1.8 If you are unhappy with how we have handled arrangements concerning the Reservation Fee, you should follow the procedure set out in our complaints policy (see clause 24).

### 2 If you or your Representative pays our Fees in full

- 2.1 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 as and when incurred or as a minimum 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 administrative costs directly incurred in recovering outstanding Fees. These may include but are not limited to legal costs and those of a debt recovery agency we instruct to chase unpaid Fees;
- (d) we may end the Contract. Please see clause 12.1.

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 During your placement, you agree to provide us on request with details about your personal assets and finances so that we can ascertain your up-to-date financial position. You may be asked to provide proof of funding to a minimum of 3 years. You agree to notify us as soon as possible if there is any material change to your financial position which may impact on your ability to meet our Fees. In these circumstances we will meet with you to discuss the changes and how this may affect your place at the Home.

2.5 You agree not to enter into a new legal mortgage or security over your property or assets (other than a deferred payment agreement with a local authority) without our prior written consent.

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

3.1 If a local authority agrees to pay part of the Fees for a temporary period whilst your property is being sold (this is called a "**deferred payment agreement**"), or for any other reason, and there is a shortfall between the amount the funding authority pays and the full Fees, then you and/or your Representative will be responsible for paying us the shortfall from the Date of Admission. During the period of a deferred payment agreement, you agree to provide us on request with updates on the progress of the sale of your property and estimated completion date.

3.2 Our Fees (including any shortfall set out in clauses 3.3 and 3.4) are payable within 21 days after the first to occur of the following:

- (a) the date your property is sold or ownership is transferred to you by any other person;

(b) any action, proceedings or step is taken for your bankruptcy; or

(c) your death.

- 3.3 If the amount paid by the funding authority is not sufficient to meet our Fees, then we advise you to discuss this with the funding authority to ascertain whether they will meet the full Fees. If they will not, a relative or other third party may be required to make up the difference from the date your funding is agreed by the funding authority by way of Third Party Top Up. This person will need to sign a contract with the funding authority and ourselves. If this cannot be arranged then clause 4.3 will apply.
- 3.4 If you receive Local Authority or Health & Social Care Partnership funding, the amount the Local Authority or Health & Social Care Partnership pay may be less than the Fees charged by the Home. This is because the Local Authority or Health & Social Care Partnership will fix the level of fees it is willing to pay for your assessed healthcare needs. If the shortfall represents the cost of additional private care facilities (such as extra physiotherapy, beauty treatments or other lifestyle choices) and enhanced or superior accommodation provided by the Home which are not required to meet your assessed health needs and which you ask for ("Value Added Services"), we advise you to contact the Local Authority or Health & Social Care Partnership to ascertain whether they will pay for these. If not we can only provide the Value Added Services if the shortfall is paid by you or a third party. If this cannot be arranged then clause 4.4 will apply.
- 3.5 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 11. If the Local Authority or Health & Social Care Partnership decides that you are no longer eligible for Local Authority or Health & Social Care Partnership funding, then unless you are eligible for local authority funding and we are in receipt of funding from the local authority (in which case clauses 3.1 and 3.2 apply) you will need to pay the full private fee rate, as notified by the Home Manager, from the date that the Local Authority or Health & Social Care Partnership notification is received by the Home. For the avoidance of doubt, if the Local Authority or Health & Social Care Partnership reclaim their fees prior to the received notification date then we will charge the Local Authority or Health & Social Care Partnership 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 11.

#### **4. What happens if your funding changes**

- 4.1 If you start to run out of funds, or your care needs change to the extent that you may become eligible for your Fees to be paid in full or in part by the local authority or the Local Authority or Health & Social Care Partnership, you and/or your representative should notify the Home manager and make an application for funding as soon as possible. Assessments

can take several months to complete and where you are applying for funding for the first time, we advise you to apply no later than three months before you expect to receive funding.

- 4.2 If the funding authority determines that you are eligible for funding, the decision may be backdated from the date of notification received by you and the Home. For the avoidance of doubt you will be required to pay the full Fees for your place until the date that the notification is received by the Home. You will be entitled to receive a refund of any sums paid by the funding authority towards the costs of your care for this backdated period. A statement of account will be provided.
- 4.3 If you are funded by a local authority and the amount paid by the funding authority is not sufficient to meet our Fees, then:
- (a) if we have an alternative room at a lower charge, we may offer the room to you; and/or
  - (b) you may ask a relative or other third party to make up the difference from the date your funding is agreed by the funding authority by way of Third Party Top Up. This person will need to sign a contract with the funding authority and ourselves;
  - (c) you may end the Contract in accordance with clause 11.
  - (d) we may end the Contract in accordance with clause 12.
- 4.4 If you receive Local Authority or Health & Social Care Partnership funding, the amount the Local Authority or Health & Social Care Partnership pay may be less than the Fees charged by the Home. If the shortfall represents the cost of Value Added Services that you choose then
- (a) if we have an alternative room at a lower charge, we may offer the room to you;
  - (b) if the Value Added Services are additional services (rather than a higher cost room) we will not provide the Value Added Services unless you can pay for them;
  - (c) you can or you may ask a relative or other third party to make up the difference from the date your funding is agreed by the Local Authority or Health & Social Care Partnership by way of Third Party Top Up. This person will need to sign a contract with ourselves;
  - (d) you may end the Contract in accordance with clause 11;
  - (e) we may end the Contract in accordance with clause 12 if you require us to provide the Value Added Services but cannot pay for them.

If this is the case, we will notify the Local Authority or Health & Social Care Partnership so they can consider whether they can cover the full Fees.

## **5. Changes to Fees**

- 5.1 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 4**.

Subject to clauses 5.2-5.6, 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 6 (Funded Nursing Care) which confirm that any increases in the amount of FPNC 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 Health & Social Care Partnership and the Third Party.

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

- (a) clause 15.1 applies or where there is otherwise a change in your care needs,, as assessed by health professionals, which results 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 (in circumstances other than those set out in 5.2(a) above), 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 FPNC is decreased (see clause 6).

- 5.3 If clause 5.2(a) applies, we will give you four weeks' written notice, unless your care needs change very quickly and we have to put in additional care or facilities at short notice to safeguard your health, in which case 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.

- 5.4 In addition to clause 5.3, 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.

5.5 In the circumstances set out in clauses 5.2, 5.3 and 5.4, 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.

5.6 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 5.1 above, we may at the time of the annual review increase our Fees to reflect the increase in our costs.

## **6 Free Personal Care or Free Personal Care and Nursing Care (FPNC)**

6.1 Nursing care provided by the Home may be funded by the Local Authority or Health & Social Care Partnership. This is called Free Personal Care and Nursing Care Contribution (FPNC) and is provided by the Local Authority or Health & Social Care Partnership 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 FPNC 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 FPNC.

6.2 The FPNC will be the rate set by the Local Authority or Health & Social Care Partnership from time to time and is subject to assessment. In most cases, the amount of FPNC paid is insufficient to cover the actual costs of nursing care provided by the Home. We will notify you of any changes in the FPNC rate from time to time. Any increases in the amount of FPNC 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 FPNC 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 5.2 above.

## **7 Guarantor**

7.1 If we have asked a Guarantor to guarantee payment of the Fees, they will be asked to sign this Contract. The role of a Guarantor is to pay the Fees and the costs of any Extra Items if you do not do so in accordance with this Contract. If you do not make a payment in accordance with clause 2.1, we will notify you and the Guarantor that a payment has been missed and consult with you and the Guarantor about resolving the issue. If the payment is not made in full within 11 weeks of its due date, the full amount (including any reasonable professional and administrative costs we directly incur in obtaining payment) will become due and payable by the Guarantor. If the Fees are not paid by the Guarantor within a further 7 days:

(a) we may end the Contract immediately in accordance with clause 12;

(b) we may take enforcement proceedings against you and the Guarantor which may include the issue of court proceedings.

7.2 If the Guarantor no longer wishes to act as guarantor then 28 days' written notice is required. The Home may end the Contract by providing 28 days' notice if an alternative guarantor is not found before the Guarantor's notice period ends.

## **8 Absences and Hospital Visits**

8.1 If you are absent from the Home for a period of time, including admission to hospital, your room will be reserved for you provided that the Fees are paid in full for the first four weeks and at a reduced rate of 90% thereafter. If you continue to be absent from the Home for a period in excess of 8 weeks we will contact you and your representative to see whether you are likely to return to the Home and seek agreement regarding further retention of your room. If agreement cannot be reached within a further period of 7 days of the date we contact you, the Home may give notice to you to end the Contract in accordance with clause 12.

8.2 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.

8.3 During the hours of 6pm and 8am, we are unable to accompany residents to hospital in an emergency. However we will ensure that full medical history and medication details accompany you along with details of the incident so that your care needs can be fully met by the hospital. We will notify your next of kin or representative immediately so they can meet you at the hospital.

## **PART 3: ENDING THE CONTRACT**

### **9 Trial Period**

9.1 The first four weeks of your placement will be a trial period. If you wish to leave during the trial period, you should give us one weeks' notice. If we do not think the placement is right for you, we may give you one weeks' notice. At the end of the trial period, if no notice has been given by either you or the Home, your placement will become permanent and can only be ended in accordance with the notice periods set out in clauses 11 and 12. If the placement does not become permanent, we will refund any Fees paid in advance for a place at the Home within 28 days after the end of the trial period, less any sums owing to us under the Contract.

### **10. Cancelling the Contract within 14 days of signing**

10.1 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.

10.2 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 including any Reservation Fees. 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.

## 11. How can you end the Contract?

- 11.1 Subject to clause 11.2 if you no longer wish to stay at the Home, you may end the Contract by providing us with four 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 room to a new resident during the notice period, we will provide a pro-rata refund within 10 days of you leaving.
- 11.2 If you are funded under the NCHC, you may end the Contract by providing two weeks' written notice. The remaining provisions of clause 11.1 will apply.

## 12. How can we end the Contract?

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

<b>If we can no longer meet your needs</b>	Our aim is to provide you with a home for life. However there are times when the category of care we are registered to provide may not meet your needs or where we consider an alternative category of care to be in your best interests. If this happens, we will consult with all relevant parties to make alternative arrangements for your care. We will give you four weeks' written notice.
<b>If you do not pay your Fees</b>	We will give you four weeks' written notice, if your Fees or any part of them remain unpaid for a period of 12 weeks' from the due date for payment, provided that we have notified you of the missed payment(s) to enable you to clear the arrears.
<b>Your behaviour/incompatibility</b>	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 four weeks' notice. If your behaviour is so extreme that immediate action is required to safeguard residents and staff we will consult with the local authority safeguarding team who may determine a suitable course of action. If you do not agree with our decision you may use the procedure detailed in clause 24.
<b>Permanent Closure of the Home</b>	Four weeks' notice.
<b>Emergency Closure of the Home</b>	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 alternative accommodation 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.
<b>If you are in hospital</b>	Four weeks' notice. Please see clause 8.1 for further details.

### **13. What happens when the Contract ends?**

- 13.1 We ask you to remove your belongings from the Home on the day of departure. If you do not do so Fees will be charged until your room is cleared of personal belongings for a period of no more than 10 days from the date the Contract ends. If this is not possible, your representative can request in writing to extend the period. Full Fees will remain payable during the extension. Should the room be made available to another resident before the end of the period which has been pre-paid, we will provide you or your estate with a pro rata refund.
- 13.2 If neither the belongings are removed within the timescale stated above nor alternative arrangements are made, the Home may clear the room and 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.
- 13.3 We will provide you with a statement of account. Subject to clauses 1.7 (damage) and 13.4 we will refund any Fees or costs paid in advance for services not provided.
- 13.4 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 13.3, an amount necessary to compensate us for any loss directly caused by your conduct. Fees will remain payable for four weeks' from the date we give notice to you to end the Contract.

### **14. What is the procedure in the event of death?**

- 14.1 In the event of death we will notify your next of kin or representative and support your relatives and friends with any arrangements they wish to make. We will charge Fees for a minimum period of 3 days from the date of death. Should your representative require extra time to remove your belongings from the Home at that point, Fees will be charged for the lesser of 7 further days or until your belongings have been removed. If this is not possible, your representative can request in writing to extend the period. Full Fees will remain payable during the extension. Should the room be made available to another resident before the end of the period which has been pre-paid, we will provide your estate with a pro rata refund.

- 14.2 If neither the belongings are removed within the timescale stated above nor alternative arrangements are made, the Home may clear the room and 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 your next of kin 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 your estate for any proceeds of sale less any costs incurred in storing and disposing of the possessions.

#### **PART 4: GENERAL TERMS**

##### **15. Your Room and Type of Care**

- 15.1 Your placement does not give you a tenancy. We do not expect you to move rooms but reserve the right to do so if we consider it is in your best interests to do so or if you ask to move. This includes circumstances where there is a change in your care needs, and, as a result, we consider it necessary or in your best interests, following assessment by health professionals, to change: (i) the type of care to be provided to you by the Home; and/ or (ii) the unit or type of room which you inhabit within the Home. We will provide you with four weeks' notice but reserve the right to ask you to move immediately or on shorter notice (in accordance with clause 5.3 or 5.4) if your safety is at risk. If the alternative room is more or less expensive than your current room, a different rate may apply and your Fees will be amended in accordance with clause 5.2. If the new room is less expensive we will provide you with a refund of the part of the Fees paid in advance. The room number and care type in section 4 of Part 1 of this Contract shall be deemed to be amended accordingly with effect from the end of the relevant notice period (or such other date as stated in the notice). If you do not wish to move rooms you may end the contract by providing us with four weeks' notice and we will not charge any increased Fees during the notice period. Whilst we will respect your privacy we retain the right to full and unrestricted access to your room to provide the care you need.

##### **16. Insurance and personal belongings**

- 16.1 You are welcome to bring personal possessions and furniture into the Home provided that any electrical items are PAT tested and the furniture meets health and safety regulations. For electric recliner chairs, privately owned wheelchairs (all types) and mobility scooters, proof of servicing within the last 12 months will be required prior to their use at the Home. You are responsible for the cost of annual servicing and maintenance of the same. We reserve the right to ask you to remove any items which are defective or dangerous.
- 16.2 Our insurance for your personal effects/room contents covers up to £2000 per person. An excess of £100 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.

##### **17. Medication**

- 17.1 All medication, including homely remedies, must be handed in on admission for securing in a lockable cabinet in your room 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.

## **18. Care Plans and Your Information**

- 18.1 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.
- 18.2 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 7** contains more information and your agreement to consent to our processing of your personal data.

## **19. Laundry**

- 19.1 Although we take great care with your clothes, please note that we do not accept any responsibility for loss or damage to your clothing unless we fail to take reasonable precautions to look after them. We ask that all items are name-labelled please. We do not provide a dry-cleaning or hand-washing service as part of the Fees.

## **20. Personal Finances**

- 20.1 Unless you ask us not to assist you, we will hold any personal allowance paid to you in a bank account. You will be given all necessary support to access your money and advised, on request, of your balance. If we become your appointee, we will manage your personal allowance on your behalf.
- 20.2 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.

## **21. Accidents**

- 21.1 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.

## **22. Visitors**

- 22.1 It 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.
- 22.2 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 24). We will keep any ban under regular review

### **23. General Rules**

- 23.1 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.

### **24. Resolving issues and our complaints procedure**

- 24.1 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).
- 24.2 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.
- 24.3 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](mailto:standards@hc-one.co.uk)  
Telephone: 01325 351100

- 24.4** 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](mailto:DataProtectionOfficer@hc-one.co.uk)

- 24.5 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](mailto:casework@ico.org.uk)  
Telephone: 0303 123 1113

## **25. Changes to the Contract**

- 25.1 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 six 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 four weeks' written notice to end the Contract. Clause 13.3 sets out how we will deal with refunds.
- 25.2 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.

## **26. Legal Status of the Contract**

- 26.1 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.
- 26.2 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.
- 26.3 This Contract shall be governed exclusively by the laws of Scotland. Each of the parties to this Agreement irrevocably agrees that the courts of Scotland 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 Scotland.
- 26.4 The Contract (Third Party Rights) (Scotland) Act 2017 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.
- 26.5 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.

- 26.6 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 11.
- 26.7 If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs in this Contract operates separately.
- 26.8 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.
- 26.9 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.

**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

### RESERVATION AGREEMENT

This Agreement is made on [            ]

Between

**(1) HC One Limited** (registered company number 07712656) whose registered office is at Southgate House, Archer Street, Darlington, County Durham DL3 6AH ("**Provider/us/we**"); and

**(2)** [Full name and address of resident/relative] ("**you**")

#### Terms

1. The Provider has agreed to offer a place at [name of home] ("**Home**") to [name of resident].
2. On [     ] the parties signed a contract confirming the resident would move into the Home on the Date of Admission ("Contract"). The terms and definitions set out in the Contract have the same meaning when used in this Agreement.
3. The resident is unable to move into the Home on the Date of Admission. The Provider has agreed to hold the room in accordance with the terms of the Contract provided that the Reservation Fee is paid on the date of this Agreement.
4. You agree to pay the Reservation Fee on the date of this Reservation Agreement.
5. This Agreement shall be governed exclusively by the laws of Scotland. Each of the parties to this Agreement irrevocably agrees that the courts of Scotland 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 Agreement or its formation or validity and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of Scotland.
6. The Contract (Third Party Rights)(Scotland) Act 2017 shall not apply to this Agreement. This means that a person or organisation who is not a party to the Agreement cannot enforce its terms.

YOU	
SIGNATURE	
PRINT NAME	
DATE	__/__/__

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

## ANNEX 3

### THIRD PARTY TOP UP AGREEMENT

This Agreement is made on [            ]

Between

**(1) HC One Limited** (registered company number 07712656) whose registered office is at Southgate House, Archer Street, Darlington, County Durham DL3 6AH ("**Provider/us/we**"); and

**(2)** [Full name and address of top up payer] ("**Third Party/you**")

#### Background

1. The Provider has agreed to offer a place at [name of home] ("**Home**") to [name of resident]. The place is part-funded by [name of local authority or Health & Social Care Partnership] ("**Funding Authority**") but the costs of the Home ("**Fees**") are higher than the funding provided by the Local Authority ("**Funding**").
2. The Third Party has agreed to pay the shortfall between the Fees and the Funding ("**Third Party Fees**").
3. Where the Funding Authority is the NHS, the Home confirms that the Third Party Fees do not cover assessed healthcare needs of the resident but are charged for additional costs relating to enhanced accommodation or services preferred by the resident.
4. The Provider has entered into an agreement with the Funding Authority for the Funding ("**Funding Agreement**").

#### Terms

##### 1. Fees and Payment

- 1.1 The amount of the Third Party Fees is £[     ].
- 1.2 The Third Party Fees will be collected on a four weekly or monthly basis as pre-agreed in line with our direct debit procedures.
- 1.3 If you fail to pay the Third Party Fees on the due date, we will inform the Funding Authority immediately. The resident's place at the Home may be at risk if the Third Party Fees are not paid in full on their due date.
- 1.4 If:
  - 1.4.1 the Third Party Fees are not paid in full within the terms of the Funding Agreement or this Contract; and/or
  - 1.4.2 you inform us that you can no longer pay the Third Party Fees

we reserve the right to end this Contract in accordance with the terms of the Funding Agreement.

- 1.5 The fees will be reviewed on an annual basis, the date of which will depend on the HC-One Care Home that the resident resides in. A list of annual fee review dates is provided in **Annex 4**.

Subject to clauses 1.6-1.9, the Fee will be fixed to [1 April] of the following year. We will review and increase the Fee by 5.5% on [1 April] of the following year. Please note the provisions of clause 6 (Funded Nursing Care) which confirm that any increases in the amount of FPNC payable in respect of the resident's care [where applicable] will not change the amount of Fees payable or any increase to those Fees or the Third Party Fees.

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

We will write to the resident 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 the Fee which occurs because of a change in the resident's individual care needs.

- 1.6 We may increase or decrease the Fees at other times where:
- 1.6.1 there is a significant change in the resident's care needs, as assessed by health professionals. We will consult with the resident and their representative before implementing a change;
  - 1.6.2 if, at the resident's request or for their safety, they 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;
  - 1.6.3 the amount of Free Personal Care and Nursing Care (FPNC) is decreased.
- 1.7 If the Fees are increased or decreased, we will provide you and the Funding Authority with four weeks' written notice before the change takes effect. The Funding Authority may or may not increase or decrease its Funding at the time the Fees are changed. The Third Party Fees will be increased or decreased to reflect the difference between the revised Fees and the Funding.
- 1.8 The obligation to pay the Third Party Fees will cease in accordance with the terms of the Funding Agreement. A copy of this will be provided with this Contract.
- 1.9 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 1.5 above, we may at the time of the annual review increase our Fees to reflect the increase in our costs.

**2. Ending the Contract**

2.1 If you wish to end the Contract, you must give us four weeks' notice in writing.

**3. Legal Status of the Contract**

3.1 You agree that this Contract will take precedence over any other agreements made between us. If any of the terms of this Contract conflict with the terms of the Funding Agreement, the terms of the latter shall take precedence.

3.2 This Contract shall be governed exclusively by the laws of Scotland. Each of the parties to this Agreement irrevocably agrees that the courts of Scotland 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 jurisdiction of the courts of Scotland.

3.3 The Contract (Third Party Rights) (Scotland) Act 2017 shall not apply to this Contract. This means that a person or organisation who is not a party to the Contract cannot enforce its term.

3.4 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.

3.5 We may transfer this Contract to someone else. We will contact you if we plan to do this. If you are unhappy with this, you may end the Contract by providing four weeks' notice.

3.6 If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs in this Contract operates separately.

3.7 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.

THIRD PARTY	
SIGNATURE	
PRINT NAME	
DATE	___/___/___
HC-ONE	
SIGNATURE	
FULL NAME/POSITION	
DATE	___/___/___



## ANNEX 4

### ANNUAL PRIVATE PAY FEE INCREASE DATE

Aberford Hall Care Home - 1st February	Bankhouse - 1st January
Abermill Care Home - 1st February	Bankwood Care Home - 1st February
Aberpennar Court Care Home - 1st February	Barleystone Court Care Home - 1st February
Acacia Care Home - 1st February	Barnby Court Care Home - 1st February
Acacia Court - 1st February	Barton Brook - 1st January
Acacia Lodge - 1st January	Beaconsfield Court Care Home - 1st February
Acomb Court - 1st February	Beamish Homecare - 1st April
Acorn Hollow Care Home - 1st February	Beauvale Care Home - 1st February
Adelaide House - 1st January	Beechcroft Care Home - 1st February
Admirals Reach - 1st January	Beeches - 1st February
Ailsa Craig - 1st January	Beeches Care Home /Nottingham - 1st February
Airedale - 1st January	Beeches The, Care Home/Doncaster - 1st February
Alexander Care Home - 1st February	Beeches The, Care Home/Dunfermline - 1st February
Alexander Court Care Home - 1st February	Bellefield Care Home - 1st February
Alexandra - 1st January	Bereweke Court - 1st January
Altham Court - 1st January	Berry Hill Care Home - 1st February
Amber Lodge - 1st February	Birch Court - 1st January
Amerind Grove - 1st January	Birches The, Care Home - 1st February
Annfield House Care Home - 1st February	Bishopsgate Lodge Care Home - 1st February
Appleton Lodge Care Home - 1st February	Blar Buidhe Care Home - 1st 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	Catherine House Care Home - 1st February
Averill House Care Home - 1st February	Catmoor House Care Home - 1st February
Avon Court - 1st January	Cedar Court Care Home - 1st February
Avon Park - 7th March	Cedar House Care Home - 1st February
Bakers Court - 1st January	Chandlers Ford Care Home - 1st February
Balcarres - 1st January	Chapel Level Care Home - 1st February
Balfarg Care Home - 1st February	Charters Court - 7th March
Ballumbie Court Care Home - 1st February	Chaseview (Romford) - 1st January
Balnacarron - 1st January	Chaseview Care Home (Staffs) - 1st February
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Chorlton Place Care Home - 1st February  
Church View Care Home - 1st February  
Claremont - 1st January  
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  
Court House - 1st January  
Cradlehall Care Home - 1st February  
Croft Avenue - 1st January  
Cwrt-CIwydi-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  
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  
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Godden Lodge - 1st January  
Grampian Court - 1st February  
Greatwood - 1st February  
Greenfield Park Care Home - 1st February  
Greengables - 1st January  
Greenways Court - 1st February  
Grey Ferrers - 1st January  
Grosvenor House Care Home - 1st February  
Grosvenor Park - 1st January  
Guide Lane Care Home - 1st February  
Hamewith Lodge Care Home - 1st February  
Hailsham House Care Home - 1st April  
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  
Kettlewell House Care Home - 1st April  
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  
Linlithgow 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  
Mornington Hall - 1st January  
Moss Park 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  
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Plas Cwm Carw Care Home - 1st February  
Primrose House Care Home - 1st February  
Priory Gardens Care Home - 1st February  
Priory Mews - 1st January  
Pytchley Court Care Home - 1st February  
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  
Sabourn Court - 1st January  
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 Brook - 1st January  
Willow Court Care Home - 1st February  
Willows The, Care Home - 1st February  
Windsor Court Care Home - 1st February  
Winters Park - 1st January  
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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

