



CROWN CARE

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TERMS & CONDITIONS OF RESIDENCE

Terms and Conditions of Residence

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PART A

1. ABOUT THIS DOCUMENT

This document is important as it is your contract with Crown Care Group, (“Crown Care Group”, “we” or “us”) in respect of your residence at one of our care homes. You should read it carefully as it is legally binding.

You may like to seek independent legal advice as it is important that you have read and understood these terms and conditions before entering into this agreement. These terms are intended to protect you and us from any misunderstandings and are for our mutual benefit.

This document sets out our general terms and conditions that will apply when you move into one of our homes. From time to time we may make amendments to our terms and conditions to reflect changing circumstances that affect our homes and the way in which we have to operate them. Any changes to our terms and conditions shall be set out in writing with at least 28 days’ notice of the change.

PART A and **PART B** of these terms and conditions apply to all residents. **PART C** only applies to privately funded residents. **PART D** only applies to those residents whose fees are paid in full or in part by the local authority. **PART E** only applies to continuing healthcare residents funded by the NHS.

This document together with the Admission Agreement forms the agreement between Crown Care Group and you.

2. IMPORTANT INFORMATION FOR REPRESENTATIVES OF RESIDENTS

If you are the representative of a resident and sign the resident’s Admission Agreement on the resident’s behalf, the terms and conditions in this document will apply to you in the same way as they apply to the resident. You will be personally bound by these terms and conditions and we may recover any amounts outstanding under this document from either you or the resident (or both) unless you have signed the Admission Agreement in the capacity of:

- the resident’s validly appointed attorney under either an enduring or lasting power of attorney and that power of attorney remains valid; or
- the resident’s validly appointed deputy.

If you are the resident’s validly appointed attorney or deputy at the time of signing the Admission Agreement you are only liable for payment of any sums due to us in that capacity. If you are the resident’s validly appointed attorney or deputy at the time of signing the Admission Agreement it is your responsibility to ensure that your appointment remains valid (for example by registering an unregistered enduring power of attorney at the time it becomes registrable).

PART B

3. SERVICES COVERED BY OUR WEEKLY FEES (no additional payment required)

Our current standard weekly fee for privately funded residents is

£

subject to any increases in accordance with the terms of this document.

Services include:

- A. Full board and accommodation in a room for your exclusive or shared use (as confirmed in the Admission Agreement). Subject to availability and your assessed care needs, you will have the choice of a single room, double room or suite. Your room will contain a chest of drawers, wardrobe, a lockable bedside cabinet, bed, chair, (an additional chair may be supplied if requested), and all usual furnishings for personal occupation.
- B. A choice of meals, plus snacks and drinks. We can also cater for special dietary requirements by arrangement.
- C. Full use of the lounge, dining rooms, bathrooms and any other communal areas and gardens in the home.
- D. The opportunity to join in with activities run by the home and the use of recreational facilities (you may be asked to make a financial contribution to the cost of some excursions, for example an admission fee to a museum).
- E. Assistance with washing, bathing, medication and other personal services, as reasonably required. Staff are on duty throughout the day and night to assist you. We reserve the right to make an additional charge (after providing you with reasonable notice) if one to one care becomes required which extends beyond the normal level of care, for example, where three of our staff members may be required to assist with manual handling.
- F. A complete laundry service, but excluding labelling of clothing and dry cleaning.
- G. Routine cleaning of your room and the communal areas of the home.
- H. Liaison with your GP, social worker, district nurse, dentist, chiropodist and other professionals, but you may be asked to meet any charge that any of these professionals make. You will also be charged the cost of transport where this is not available through any local free service and the cost of any staff required to escort you.

Your weekly fee for the services under paragraph 3 is set out in the Admission Agreement.

4. ADDITIONAL CHARGEABLE SERVICES

We expect you to provide for yourself, and pay separately for, all personal items such as clothing, newspapers/magazines, books, gifts, toiletries, hairdressing, specialist medical equipment not available at the home (and not provided by the NHS), medications, continence aids and any other services not covered under paragraph 3 above. Assistance with actually making the purchases may be available by arrangement with the Home Manager, if required. You may be entitled to receive certain items free of charge from the NHS and where possible we will assist you with this.

You may also arrange at your own additional cost for the installation and maintenance of a private telephone/internet connection point and/or the installation of a television provision service in your bedroom. If you do not bring your own television, we can provide one for you.

Other additional services which you may purchase in addition to the weekly fee include:

- Chiropody
- Opticians
- Dentistry
- Physiotherapy
- Aromatherapy massage
- Shopping trolley
- Mobile clothing shop

(however, where your GP has referred any of these services they will be free of charge),

We will require that you have a personal allowance ("Personal Allowance") in order to meet the cost of any additional chargeable services and we will assist you in making payments out of your Personal Allowance and will keep a record of any such payments.

5. EXTERNAL APPOINTMENTS

If you require an emergency visit to the hospital or an external clinic we can arrange for you to be taken in an ambulance or another appropriate vehicle. If this cost is not covered by the NHS or other body then you will be charged for the cost of that transportation, together with any reasonable administration costs incurred.

Where a visit to a hospital or external clinic is a non-emergency/pre-arranged appointment we can, on request, assist you with making transport arrangements to attend your appointment (the cost of such transport to be borne by you). Save as set out below, we shall not be responsible for making arrangements for you to be suitably accompanied to the appointment and you undertake to make your own arrangements to be suitably accompanied to the appointment.

If no one else is available to accompany you to the appointment we can arrange for a member of our staff to accompany you for an additional fee provided that we have sufficient staff available at that time and provided that the appointment does not fall between 6 pm and 8 am. Charges will be based on the hourly rate of £26.00.

Any reasonable costs for transport (including ambulance transfers where required) staff escorts and food (if required), where not covered by the NHS or other body, will also be charged to your Personal Allowance and if there are insufficient funds in your Personal Allowance, you will be invoiced the shortfall in accordance with our four weekly billing system as explained in whichever of Parts C, D or E applies to you.

6. OUTSIDE THE HOME

We will not be responsible for you when you leave the home except where we have been negligent or we have breached any duty of care we may owe to you.

7. ACCIDENTS

Provided you have not instructed us otherwise or withdrawn your consent, we will notify your relatives or representative(s) of any accidents, injuries, or illness sustained by you as soon as is reasonably practicable to do so, and all incidents will be recorded.

8. PERSONAL POSSESSIONS AND PETS

Within reason, and subject to the prior agreement of the Home Manager and our inspection prior to use, you can bring some personal possessions, items of furniture and equipment (**“Personal Possessions”**) with you in order to make your room as personal as you wish (provided that any furniture and electrical items comply with relevant fire and health and safety regulations (all soft furnishings must be labelled as meeting British kitemark standards) and Crown Care Group policies).

A written inventory of possessions and furnishings will be prepared on your admission and a copy will be retained by the Home Manager and a copy made available to you.

We make every effort to provide a secure environment but cannot take responsibility for loss or damage to personal effects brought into the home. We specifically exclude our liability to you for any loss or damage to such personal possessions unless we are negligent or have breached our obligations under this document in respect of your personal possessions.

As a home policy, we do not lock rooms and as such your personal possessions could be exposed to risk. As a condition of our consent to you bringing your personal possessions into the home, you specifically agree to arrange your own insurance cover for such items and to the extent that your personal possessions are not covered by insurance, we shall have no liability to you (unless we are negligent or have breached our obligations under this document) in respect of your personal possessions).

In relation to bringing Personal Possessions to the home:

- A. If you wish to bring any electrical items with you, or any items of furniture which are required for medical reasons, you should discuss and agree this with the Home Manager. All items of personal property and valuables brought into the home must be reported to the Home Manager. All electrical items which you bring with you on admission to the home should have been PAT tested and you are responsible for arranging this and any associated costs. The Home Manager will have the exclusive discretion to permit or refuse any personal items being brought into the home.
- B. We reserve the right to immediately withdraw from use any electrical item belonging to you which is considered by the Home Manager to be unsafe for any reason.
- C. For security reasons we ask that you do not keep money in your room or on your person in excess of £10. We strongly encourage you to deposit cash in excess of the sum of £10 in your Personal Allowance account, to be held on your behalf. If you elect to keep funds on your person or in your room then we shall have no liability to you whatsoever in respect of those funds. Funds in your Personal Allowance account should not exceed £100. Any monies held in your Personal Allowance account will be spent solely at your discretion. You may top up your Personal Allowance account from time to time at your discretion.
- D. We provide a locked safe facility where you may, on request, store money and valuables. If you are a short stay or long stay resident we ask that you keep your money in your own bank account and do not keep large amounts of cash in the home. If at any time you are admitted to hospital, you may store your valuables in the safe whilst you are away from the home.

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- E. We provide a laundry service for your personal clothing which is machine washable (which does not include dry cleaning or hand washing). We ask that you keep all items of your clothing properly labelled with your name. This is a simple precaution that will minimise the risk of your clothing being mislaid or lost. As our machines are industrial, clothing may wear out quicker than in a domestic situation. We do not accept responsibility for items of clothing which are damaged or go missing unless we are in breach of this agreement or negligent in providing the laundry service. We may be able to arrange for items to be dry cleaned but an additional charge will apply and we will obtain your prior approval.
- F. In certain circumstances you may be able to bring a small, domestic, pet with you to live at the home. If you wish to bring a pet with you, you must discuss this with the Home Manager. You must be able to look after your pet yourself, feed and exercise the pet and your pet must be able to be contained in your room. For this reason, regrettably the home is unable to accept wandering pets. We shall require that the pet is removed if it persistently enters the catering or clinical areas of the home or if it represents a health hazard or inconvenience to other residents, staff or visitors. We do not accept any liability for veterinary bills, foodstuffs or other costs associated with your pet. You must make your own arrangements for the pet to leave the home if you leave the home permanently.
- G. When you leave the home, for whatever reason, you or your relatives or representatives will be responsible for the removal of your Personal Possessions and except where stated otherwise in this document (for example in the case of death), our charges will continue to be payable in full until all of your Personal Possessions are removed.
- H. Our insurance policy provides cover for your personal belongings up to a maximum value of £1,000 at any time, with the exception of cash. The policy carries a £350 excess payable by you for each claim made under the policy. If personal belongings, such as furniture and items e.g. cash, credit cards, deeds, documents or personal effects of greater value are kept in the home, they should be covered by your own insurance. Further details of our insurance cover are included in the service user's guide which can be obtained on request from the Home Manager.

9. CARE PLANS

On your admission to the home, a basic care plan (“Care Plan”) will be agreed. This will be updated following an assessment period in the home and will be reviewed on at least a monthly basis. A copy of the Care Plan is available if you request it.

A full review of your placement will be made and recorded every 6 months. All relevant parties will be invited to attend review meetings and notes will be made available to you.

Our aim is to maintain choices, opportunities and independence for you. The level of support to be provided to you will be determined according to your needs from time to time.

We will keep a record of your relevant medical information and will endeavour to provide you with a service in accordance with your wishes, including your social, religious and cultural traditions. Changes in the level of care you require may result in an increase in your weekly fee as explained in whichever of Parts C, D or E apply to you.

10. RIGHTS OF RESIDENCY

Your residence in the home does not give you a tenancy or an assured tenancy under the Housing Act 1988, neither does it create or imply any right to security of tenure. You will be allocated a room on admission which you will occupy as a licensee only.

Crown Care Group has, and requires, full, free and unrestricted access to your room in order, amongst other things, to provide the services referred to in this document.

Although unlikely, it is possible that you might have to move to an alternative room. We shall at all times have the overriding right on reasonable notice and at our sole discretion to move you to an alternative room. This may occur, for example, if your care needs can no longer be adequately met in your existing room or where the care needs of other residents necessitate such a move.

Whilst residing at our home, you will ordinarily be able to enjoy use of the communal areas as a Licensee. However, there may be occasions when your ability to use such areas may be restricted, for example, in the event that necessary remedial repairs are required or for other health and safety reasons. We will always try to ensure that such restrictions are kept to the minimum, but there will be occasions when they may be unavoidable for health and safety reasons.

Privately Funded Residents: Our charges vary according to your care needs and the size and specification of the room you occupy. If you become unable to afford the charge that applies to your room we will, if possible, offer you an alternative room at a lower charge that you can afford. If there is no such alternative room that we can offer you, or if you decline the alternative room offered then, with regret, we may ask you to leave the home by giving you Notice (as defined in paragraph 29 of Part C).

Publicly Funded Residents and NHS Funded Residents: If for any reason the amount that we receive from the local authority/the NHS and from you and/or any third party (if applicable) is less than the charge that applies for your room we will, if possible, offer you an alternative room at a lower charge that is covered by the amount we receive. If there is no such alternative room that we can offer you, or if you decline the alternative room offered then, with regret, we may ask you to leave the home by giving you Notice (as defined in paragraph 29 of Part C).

11. WHAT WE ASK OF YOU

Whenever a group of people live together in a community, such as in one of our homes, it is important for the smooth running of the home and for the comfort and happiness of all residents that some simple rules are observed by everyone. These rules will always be reasonable and are made either to implement the home's statutory obligations or for the general comfort of all residents (they are not made for the convenience of the home and its staff).

We therefore ask that you familiarise yourself with our "General Rules" which are displayed in the home. The following are examples of some of our rules with which you are required to comply:

- A. **Smoking** – all of the bedrooms in our homes are non-smoking environments. However, each home has its own arrangements for residents who wish to smoke and you may only smoke in areas designated as smoking areas. The Home Manager will advise you of the arrangements that apply in your home. You agree to comply with any health and safety rules as notified by the Home Manager regarding smoking.
- B. **Alcohol** – you may consume alcohol in accordance with any licencing restrictions at the home. Any consumption of alcohol is at your own risk and (except in relation to any negligence by the home or its staff) we can accept no responsibility for any loss, damage or injury you may suffer as a result of alcohol consumption.
- C. **Planned Absences** – if you know that you will be absent from the home and, in particular, absent from the home's scheduled meal times we ask that you provide us with reasonable notice.
- D. **Fire safety measures** – for your own safety and that of other residents you are required to observe the home's fire regulations.
- E. **Keeping your medication in the locked cupboard provided** – the home is required to ensure that all medication is kept in a locked unit. If you wish to administer your own medication we are happy for you to do so, if we believe you are able, and we will provide you with a suitable lockable drawer in your room for you to keep your medication in. You are required to ensure that your medication is always kept in the drawer and that the drawer is kept locked. If you fail to observe this rule we will have to administer your medication for you. We do not accept responsibility for the misuse of your medication which you elect to retain and administer yourself unless we have been negligent in providing your care. If you are unable to or do not wish to administer your medication yourself, you must allow us to take charge of and dispense all of your prescribed medications.
- F. **Gifts and bequests to members of staff** – the home operates a strict rule whereby the home's staff are not permitted to accept gifts or bequests from residents and/or their relatives and representatives. We ask you, therefore, not to offer gifts or make bequests to members of staff. If you would like to show your appreciation in some way, you should discuss this with the Home Manager.
- G. **The signing of legal documents** – the home's staff are not permitted to sign as a witness to any legal documentation that relates to you. On certain occasions, you may require documentation from us to prove your residency at the home – should you have such a need, please give us reasonable notice to provide you with such documentation.

- H. **Personal Finances** – We do not give advice in relation to your personal finances or the benefits to which you may be entitled. We recommend that you seek independent professional advice on these matters.
- I. **Personal Allowance** - Unless you ask us to assist you with your Personal Allowance, we shall not hold any Personal Allowance paid to you. Where you ask us to assist you to hold any Personal Allowance paid to you in a bank account, you will be given access to your money and advised, upon request, of your balance. The bank account will be a non-interest bearing account.
- J. **Privacy** – Our home is the home of our residents and it is important that you and your visitors respect the privacy and dignity of the people living and working there. We are also bound to comply with data protection laws. For this reason photographs, video and sound recordings are not allowed in the home except with the express prior consent of both the home's management and residents whom the home's management may regard as being relevant. Any such photographs or recordings taken directly or indirectly by you or your visitors without prior consent will be deemed the property of Crown Care Group who shall exclusively own the copyright over such photographs and recordings. By signing this agreement, you agree to the assignment of such copyright to Crown Care Group or, in the case of photographs or recordings taken by your visitors, to procure the assignment of such copyright to Crown Care Group.

12. VISITORS

Visitors are welcome provided that it is appropriate for you. Visiting times are normally between 9am and 8pm Monday to Sunday but arrangements can be made with the Home Manager or nurse in charge for visits outside of these times. Visitors are politely requested to avoid visiting during meal-times (and, in any event, visitors' meals are not included in your fees and must be paid for by you or your visitors). The most appropriate times of day to visit are between 10.30am – 12.30pm or after 2pm.

Visitors must comply with the rules and regulations of the home. We therefore ask that all visitors familiarise themselves with our "General Rules" which are displayed in the home. By way of an example, all children must be accompanied at all times by a responsible adult.

13. RESPONSIBILITY FOR DAMAGE AND BEHAVIOUR PROVISIONS

Any intentional damage caused by you or your visitors to the home's furniture, fabrics or fittings will be charged to you at the replacement cost plus a reasonable administration charge.

Should we feel that your behaviour is such that it makes you incompatible with the home, for example if you find it difficult to adhere to the home's rules, we may consider that it will be in your best interests, and in the best interests of the home, for you to leave. For further information please see paragraph 17 below.

We will require you to let us know before you move into our home whether you have previously been asked to leave a care home or nursing facility or where care provision has been declined and we reserve the right subject to data protection laws to contact the providers to ask for more information where this is deemed relevant to our ability to provide you with care and personal support.

14. TERMINATION

The termination of this agreement shall be without prejudice to any rights or obligations of either party in respect of any breach of this document and/or the Admission Agreement.

15. IF YOU CHOOSE TO LEAVE THE HOME

If you decide, for any reason, that you no longer wish to live in the home you will be required to give us Notice (as defined in paragraph 29 of Part C) prior to the date on which you will be leaving. The person giving us Notice must be the resident themselves or the legal representative and the resident must consent.

If you do not remove your Personal Possessions at the same time as you leave the home our charges will continue to be payable up to and including the date that your room is cleared of your Personal Possessions and so becomes available for occupation by another resident.

If your Personal Possessions are not cleared from your room within 7 days after the date that you leave, we reserve the right to remove your Personal Possessions and place them in storage at reasonable charges of £5 per day. If your Personal Possessions are not collected within one month, we reserve the right to provide 14 days' notice to you or your personal representative of Crown Care Group's intention to dispose of the Personal Possessions, which may include their re-sale. Any reasonable costs associated with the disposal will be charged to you and any money obtained, if Personal Possessions are sold, will be credited to you once our costs have been deducted.

If you die during your stay at the home (rather than leave), paragraph 16 below will apply.

16. FEES PAYABLE ON THE DEATH OF A RESIDENT

Unless the contract with the local authority or the NHS provides otherwise:

- A. If you die during your stay at the home, we will and you agree to us levying a charge against your estate equivalent to a pro rata fee (based on your normal room fee) for a fixed period of 3 days after your death. We will not levy any charges against your estate for fees from the date on which the room has been occupied by another resident.
- B. If your representative requires an extension of time to attend the home to clear the room (as opposed to our staff clearing your room in accordance with paragraph (c) below), it is their responsibility to promptly, and in any event within 3 days following your death, request this extension in writing from us. If we agree to grant such an extension then in such circumstances we will charge a pro rata fee (based on your normal room fee) for the number of days' extension requested.
- C. Where, following your death, your representative does not clear the room in the period specified at paragraph (a) above and no extension has been requested or granted under paragraph (b) above, we reserve the right for our staff to handle your Personal Possessions, to remove them from the room and if necessary, instruct a third party to store the Personal Possessions. We will and you specifically agree to us levying a charge against your estate equivalent to the reasonable transport, storage or other charges incurred by the home for the removal and/or storage of your Personal Possessions.

- D. Where, after a period of 6 weeks following your death, your Personal Possessions have not been collected by a representative and no extension has been requested under paragraph (b) above, we reserve the right to take ownership of and sell or dispose of those Personal Possessions.
- E. Where your Personal Possessions have a financial value, we will seek to obtain a reasonable price for each item on a re-sale and we will use reasonable endeavours to return any proceeds of sale, (less any sums to cover the home's reasonable expenses related to the sale, which the home shall retain) to your representative within 30 days following the sale.
- F. Where a reasonable attempt has been made by the home to sell an item and it has not been sold or in our reasonable discretion, the item is not appropriate for a sale, the home shall dispose of the item and we shall levy a charge against your estate equivalent to the reasonable fees incurred by the home in disposing of the item.

17. NON-FINANCIAL CIRCUMSTANCES IN WHICH YOU MAY BE ASKED TO LEAVE THE HOME

In certain circumstances we may need to ask you to leave the home:

- A. **If the home is unable to provide the level of care you need:** We hope we can accommodate all our residents' needs, including terminal care where this becomes necessary and is in the best interest of the individual. If your needs exceed those the home can provide, the Home Manager will explain to you and your relatives or representatives the type of care arrangements that you need and assistance will be given in making alternative arrangements for your future care. The decision to move you from the home will only be made following consultation with you, your family and relevant health professionals.
- B. **Incompatibility:** If we feel that you are not compatible with the home, for example if you find it difficult to adhere to the home's rules which causes friction between you and the other residents or between you and the staff, we may consider that it will be in your best interests and in the best interests of the home for you to leave. In the unlikely event that this happens, we will give you Notice (as defined in paragraph 29 of Part C) to leave the home. We may also ask you to leave the home if we consider that the behaviour of any of your relatives or visitors may be seriously detrimental to the home, our staff or the welfare of other residents.
- C. **Emergency closure of the home:** In the unlikely event that the home has to be closed in an emergency situation, you will be required to leave the home. We will give you as much notice as is reasonably possible in all the circumstances but certain emergencies may necessitate you leaving the home on immediate notice. If this were to happen we would of course endeavour to offer you alternative accommodation at one of our other homes where we considered this to be possible. If we were unable to offer you acceptable alternative accommodation in one of our homes you (or the NHS if applicable) would be responsible for finding an alternative home but we would give you as much assistance as possible to do this. If we were able to offer you acceptable alternative accommodation our charges applicable to the alternative home would apply. If we were unable to offer you acceptable alternative accommodation we would refund any charges that you had paid in advance that related to the period after the date that you left.
- D. **Other reasons:** There may be other reasons why we would need to ask you to leave the home, e.g. if we needed to close the home for any (non-emergency) reason. In this event we would give you notice.

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In all of the circumstances above at paragraph 17, irrespective of whether you receive funding from a third party to cover part or all of your fees at the home, if you leave the home you will remain responsible in the first instance for payment of the fees to the home for the period up to and including the date you leave (and including any notice period during which fees are due if you leave before the notice period has ended). All fees must be paid within 28 days of the date you leave the home. If third party funding is subsequently received and relates to a fee that you have already settled, then we will reimburse you the amount received as soon as it is practicable to do so.

If your Personal Possessions are not cleared from your room within 7 days after the date that you leave the home, we reserve the right to remove your Personal Possessions and place them in storage at reasonable charges of £5 per day. If your Personal Possessions are not collected within one month after the date you leave the home, we reserve the right to provide 14 days' notice to you or your personal representative of Crown Care Group's intention to dispose of the Personal Possessions, which may include their re-sale. Any reasonable costs associated with the disposal will be charged to you and any money obtained, if Personal Possessions are sold, will be credited to you once our costs have been deducted.

Financial circumstances in which you may be asked to leave the home are detailed in Part C, D and E and you should review the section which is applicable to you.

18. DATA PROTECTION

In order to provide you with care and related services, we need to collect, use and retain certain personal information about you, including information about your health. We will process your personal information in accordance with applicable UK data protection legislation, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and any legislation that amends, replaces or supplements these laws from time to time.

Our Privacy Notice explains what personal information we collect and hold about you, how and why we use it, the lawful bases on which we process it, how long we retain it, with whom it may be shared, and your rights in relation to your personal information. A copy of our Privacy Notice has been provided to you and is available on request.

19. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Any rights that would be conferred on third parties by operation of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from any contract entered into between Crown Care Group and any resident, any resident's attorney or any person personally contracting with Crown Care Group in respect of a resident.

20. NO WAIVER

- A. A waiver of any right under this document or the Admission Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by Crown Care Group in exercising any right or remedy under this document or the Admission Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.
- B. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

21. SEVERENCE

If any provision of this document and/or the Admission Agreement is found by any court to be invalid or unenforceable, it will be severed from the rest of the document which shall remain unaffected.

22. HEADINGS

Any headings used in this document and/or the Admission Agreement are not to be used in its interpretation.

23. ENTIRE AGREEMENT

This document together with the Admission Agreement sets out the whole of the agreement between the parties in respect of residency at the Crown Care Group home from the date of signature or any other date which the parties agree in writing.

24. SUCCESSORS BOUND

The terms of this document and the Admission Agreement shall be binding on the successors and assigns and personal representatives (as the case may be) of each of the parties.

25. COUNTERPARTS

This document and/or the Admission Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

26. GOVERNING LAW

- A. This document together with the Admission Agreement and any claim, dispute or difference concerning and any matter arising from this document and/or the Admission Agreement will be governed by and construed in accordance with English law.
- B. Each party irrevocably agrees that the Courts of England and Wales will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this document and/or the Admission Agreement and any matter arising from it.

27. COMPLAINTS PROCEDURE

We welcome your comments, both positive and negative, regarding the service you receive. If you are in any way dissatisfied with our service and would like to register a formal complaint, it is vital you follow our Complaints Procedure to ensure we fully consider your grievance. Full details of our Complaints Procedure is displayed within the home, or for further information please speak to the Home Manager.

PART C

THIS SECTION ONLY APPLIES TO YOU IF YOU ARE A PRIVATELY FUNDED RESIDENT

28. LENGTH OF STAY Trial Period:

Once you have moved into a home, it is important that you are able to decide if your chosen home is the right one for you; the first 4 weeks are really a trial period to enable you to make sure you have made the correct decision ("Trial Period").

During the Trial Period, you are not under any obligation to stay if you do not feel the home is right for you. If this is the case, you will be required to give us (7 days') Notice (as defined in paragraph 29 below) of the date on which you will be leaving. Similarly, if during the Trial Period we do not feel that we are the right home for you, we are able to ask you to leave and will provide you with (7 days') Notice (as defined at paragraph 29 below). Fees will be due from you during the Notice period.

Short Stay:

A short stay is where you temporarily reside at one of our homes, for example where your main carer is not available to assist you for a couple of weeks. Any period up to 4 weeks and which is not a Trial Period shall be defined as a short stay.

Long Stay:

Any other period except for a Trial Period and/or a short stay will be a long stay under the terms of this agreement.

In the case of a short stay or a long stay, if you wish to leave the home, or we need to ask you to leave the home for any of the reasons in this document, Notice (as defined in paragraph 29 below) must be given. Fees will be due from you during the Notice period.

29. NOTICE PERIODS

Except where stated otherwise in this agreement. we will give you, and you must give us, the following periods of notice (**"Notice"**) in writing under this agreement:

- 7 days' Notice where you are on a Trial Period or a short stay with us;

or

- 28 days' Notice for long stays.

Any reference to 'Notice' or 'Notice Period' in this document shall have the meaning above (as applicable depending on whether you are on a Trial Period, a short stay or a long stay at the time the Notice is to be given).

30. OUR CHARGES

Your weekly fees are set out in the Admission Agreement. The charge that applies to you as a resident of one of our homes depends on your assessed care needs and the type of accommodation.

30.1 Increases in fees:

We may increase our fees in accordance with this agreement, however we will give you Notice of any proposed increases to your weekly fees and the fee increase will apply from the end of the Notice Period. You will have the opportunity to leave the home if you do not agree to the fee increase and before it takes effect. Fees will remain due from you up to the date you leave the home at your current fee rate.

30.2 Increases in fees for long term stays:

Your weekly fee will be reviewed periodically, usually annually (in April). When your fees are reviewed, you will be given Notice of any increase. At the end of the Notice Period the increased charge will apply.

30.3 Increases in fees for short term stays:

While you are on a short term stay, we will not review the fee (unless your care needs change - see below).

30.4 Changes in your care needs:

If your care needs are assessed as having increased, (except where it is in your interests for us to provide the additional care immediately so as to protect your health), we will give you Notice of the proposed fee increase which we have determined is reasonable and proportionate to meet your care needs, having first consulted with you and your representatives.

30.5 Other circumstances where your fee may increase:

If you request services which are additional to those agreed under the Admission Agreement, i.e. you wish to move to a bigger room or you would like facilities in the room which are not currently covered under your weekly fee, then we may increase our fees to reflect the upgraded services provided to you under your weekly fee, which you have chosen to purchase.

We may also increase our fees if there are major changes in legislation or regulations which directly result in a significant and demonstrable increase in the costs to us of providing your care.

In each circumstance, we will give you Notice and at the end of the Notice period the increased charge will apply.

30.6 Your rights if we increase our prices and you do not agree:

- A. If you do not agree to a price increase, you may give us 7 days' notice to end this agreement and may leave the home before the price increase takes effect. Fees will remain due from you up to the date you leave the home at your current fee rate.
- B. If the local authority has agreed to pay our charges on your behalf for a temporary period while your house or flat is being sold (or for any other reason) and there is a shortfall between the amount that the local authority pays and the full amount of our charges, unless otherwise agreed, you will be asked to pay us the shortfall.

- C. Where you have temporarily vacated the home, for example if you are admitted to hospital or if you visit relatives, whilst your possessions remain in your room, your fees shall remain payable throughout your absence from the home, however after the third week of absence, upon receipt of a request from you, we shall apply a discount of 10% to account for services which we are not providing to you. Where your absence goes beyond a period of 6 weeks, we shall consult with you as to whether you still require your room.
- D. If you become eligible for part of our charges to be paid by the local authority but there is a shortfall between the amount that the local authority pays and the full amount of our charges, unless otherwise agreed, you or a third party needs to pay us the shortfall by way of a 'top-up'. If you are likely to become eligible for local authority funding you are required to give us 6 months written notice. Please also see paragraph 32(b) below. If you cannot or are unwilling to pay all or part of the 'top-up' we reserve the right to move you to an alternative room at a lower charge to reduce (or eliminate) the amount of the shortfall that you have to make up. If no such alternative room is available, or if you decline the alternative room offered, then we reserve the right to ask you to leave the home. In this event you will be given Notice.
- E. If you become eligible for NHS funded Continuing Healthcare funding it is likely that there will be a shortfall between the amount that the NHS is willing to pay and the full amount of our charges. This is because the NHS will fix the level of fees that it considers is sufficient to pay for the care and accommodation that you require. If you choose to live in a home that charges more than the amount the NHS is willing to pay, then the NHS is not necessarily obliged to fund the excess. In this situation, unless otherwise agreed, you will be required to pay separately for the superior accommodation, services and facilities that the home provides, which amount to "additional services" that are outside the accommodation and services that the NHS is obliged to fund (**"Additional Services"**). We also reserve the right to move you to an alternative room at a lower charge that is more in line with the amount that the NHS will fund. If no such alternative room is available, or if you decline the alternative room offered or are unable to pay for the Additional Services, then we reserve the right to ask you to leave the home. In this event you will be given Notice.
- F. Unless otherwise agreed in writing with the Home Manager, our charges are payable by standing order or direct debit four weeks in advance on receipt of our invoice, which will be sent out to you by the start of the next four week period. Fees are payable from the date on the invoice, (**"Due Date"**). The invoice will cover your fee for that four week period and any additional chargeable services incurred by you during the previous four week period. On signing an Admission Agreement in advance of admission you will be required to pay the first four week period's full charges. If you leave the home earlier than the period for which you have paid for in advance, the balance for services which have been paid for but not received will be refunded to you or to your representative(s) without interest when you leave, subject to our right to deduct any amounts that are then outstanding from you and any amounts payable in accordance with this document, for example for periods where your room is not yet cleared of your possessions or until expiry of a relevant Notice Period during which fees are due from you to us.

- G. If our charges remain unpaid for more than 14 days after their Due Date for payment, we reserve the right to charge interest at the Bank of England base rate, calculated on a daily basis from the Due Date up to the date of actual payment. We also reserve the right to recover from you the following sum (as applicable):

- (i) for debts up to £1000, the sum of £70;**
- (ii) for debts between £1,001 and £10,000, the sum of £90;**
- (iii) for debts over £10,001, the sum of £140;**

which represents the administrative costs the home may incur as a result of your default. In the event that our charges remain unpaid for more than 12 weeks we reserve the right to take legal action in respect of our unpaid fees and/or ask you to leave the home.

- H. We are able to provide you with a statement of your account and a receipt for any monies that you have paid on request.
- I. Your Personal Allowance will be charged the costs of any additional services described in Part A paragraph 4 headed “Additional Chargeable Services”.

31. FUNDED NURSING CARE

- A. If you are a resident who has been assessed as requiring nursing care some (but not all) of the nursing care provided to you by the home will be funded by the NHS instead of by you (also known as Funded Nursing Care). The amount of your nursing care that is funded by the NHS is dictated by the NHS.
- B. The weekly amount that the NHS will pay does NOT extend to nursing care provided by care assistants or to the provision of personal care services, although it does cover the registered nurse input in monitoring care delegated to others.
- C. The amount that the NHS pays in respect of your nursing care is usually paid directly to CROWN CARE, with which we will reduce your weekly fees accordingly.
- D. The FULL weekly charge payable by you to the home is therefore inclusive of the full cost of your nursing care until such funding is received. Once the NHS contribution claimed by you is being received, CROWN CARE will subsequently deduct this from your account balance. If FNC has been back dated CROWN CARE will ensure a refund of the over payment accrued. Please note that if you are admitted to hospital the NHS contribution will not be payable for the duration of your hospital stay.

32. FINANCIAL CIRCUMSTANCES IN WHICH YOU MAY BE ASKED TO LEAVE

- A. **If our charges are not paid in full when they are due:** If for any reason our charges are not paid at the times we have agreed with you and they remain outstanding for more than 12 weeks, we reserve the right to ask you to leave the home. In these circumstances you would be given Notice to leave the home and you will be responsible for payment of our fees up to and including the date you leave. If you do not remove your Personal Possessions at the same time as you leave the home our charges will continue to be payable up to and including the date that your room is cleared of your Personal Possessions and so becomes available for occupation by another resident. All outstanding payments must be made to us within 28 days thereafter.
- B. **If you become eligible, and apply, for funding by the local authority:** We appreciate that there may come a time when you become eligible to apply to the local authority to pay our charges. In the event that:
- i. **the amount the local authority is willing to pay is less than our full charges; and**
 - ii. **we are unable to offer you a lower cost room or you decline a lower cost room that is offered to you; and/or**
 - iii. **the shortfall is not made up on your behalf and remains outstanding for more than 12 weeks**

we reserve the right to require you to leave the home. In these circumstances, you would be given Notice to leave the home and you will be responsible for payment of our fees (less the amount paid for you by the local authority) up to and including the date you leave. If you do not remove your Personal Possessions at the same time as you leave the home our charges will continue to be payable up to and including the date that your room is cleared of your Personal Possessions and so becomes available for occupation by another resident. All outstanding payments must be made to us within 28 days thereafter.

- C. **If you become eligible for NHS funded Continuing Healthcare:** If you become eligible for NHS Continuing Healthcare and the amount that the NHS is willing to pay for the services they are obliged to fund is less than our full charge and (a) we are unable to charge you for the superior accommodation, services and facilities that the home provides ("Additional Services") or (b) you are unable or unwilling to pay separately for the Additional Services and/or (c) there is no suitable alternative, lower cost, room that we can offer you or (d) you decline a lower cost room that we offer you then we reserve the right to require you to leave the home. All of this is explained in more detail in paragraph 21(f) above.

Terms and Conditions of Residence

If you left in these circumstances you would be given Notice to leave the home and you will be responsible for payment of our fees (less the amount paid for you by the NHS) up to and including the day you leave. If you do not remove your Personal Possessions at the same time as you leave the home our charges will continue to be payable up to and including the date that your room is cleared of your Personal Possessions and so becomes available for occupation by another resident. All outstanding payments must be made to us within 28 days thereafter.

In all of the circumstances at paragraph 32, if your Personal Possessions are not cleared from your room within 7 days after the date that you leave the home, we reserve the right to remove your Personal Possessions and place them in storage at reasonable charges of £5 per day. If your Personal Possessions are not collected within one month after the date you leave the home, we reserve the right to provide 14 days' notice to you or your personal representative of Crown Care Group's intention to dispose of the Personal Possessions, which may include their re-sale. Any reasonable costs associated with the disposal will be charged to you and any money obtained, if Personal Possessions are sold, will be credited to you once our costs have been deducted.

PART D

THIS SECTION ONLY APPLIES TO YOU IF YOUR FEES ARE PAID WHOLLY OR IN PART BY THE LOCAL AUTHORITY

33. OUR CHARGES

Your weekly fees are set out in the Admission Agreement.

33.1 Increases in fees:

We may increase our fees in accordance with this agreement, however we will give you 28 days' notice of any proposed increases to your weekly fees and the fee increase will apply from the end of the notice period. You will have the opportunity to leave the home if you do not agree to the fee increase and before it takes effect. Fees will remain due from you up to the date you leave the home at your current fee rate.

33.2 Increases in fees for long term stays:

Your weekly fee will be reviewed periodically, usually annually (in April). When your fees are reviewed, you will be given 28 days' notice of any increase of the Third Party Top-Up (as defined at paragraph 33.5(b) below. At the end of the notice period the increased charge will apply.

33.3 Increases in fees for short term stays:

While you are on a short term stay, (up to 4 weeks), we will not review the fee (unless your care needs change - see below).

33.4 Changes in your care needs:

If your care needs are assessed as having increased, (except where it is in your interests for us to provide the additional care immediately so as to protect your health), we will give you 28 days' notice of the proposed fee increase which we have determined is reasonable and proportionate to meet your care needs, having first consulted with you and your representatives.

33.5 Other circumstances where your fee may increase:

If you request services which are additional to those agreed under the Admission Agreement, i.e. you wish to move to a bigger room or you would like facilities in the room which are not currently covered under your weekly fee, then we may increase our fees to reflect the upgraded services provided to you under your weekly fee, which you have chosen to purchase.

Although a local authority contributes towards our charges in respect of your residence in one of our homes, you may find the following information about our charges helpful:

Terms and Conditions of Residence

- A. The local authority's assessment of the amount of its contribution towards our charges will include an amount that you are required to contribute from your own resources (a **"Service User Contribution"**). We are not involved in the local authority's assessment of your contribution and if you have any queries about this you should raise them directly with your local authority.
- B. It is possible that the amount that the local authority will pay towards our charges, together with the amount of any contribution that the local authority requires you to pay, will be less than the full amount of our charges. If this is the case then you, a relative or another third party will be required to make up the difference (a **"Third Party Top-Up"**).
- C. Unless otherwise agreed in writing with the Home Manager, our charges are payable by standing order or direct debit four weeks in advance on receipt of our invoice in respect of any Third Party Top Up required which will be sent out to you by the start of the next four week period. The invoice will cover the Third Party Top- Up fee for that coming four week period plus any additional chargeable services incurred by you during the previous four week period. Fees are payable from the date on the invoice, (**"Due Date"**). On signing an Admission Agreement in advance of admission, the first four week period's Third Party Top-Up charges must be paid.
- D. If any Third Party Top-Up remains unpaid for more than 14 days after their Due Date for payment, we reserve the right to charge interest at the Bank of England base rate, calculated on a daily basis from the Due Date up to the date of actual payment. We also reserve the right to recover from you the following sum (as applicable):
 - (i) **for debts up to £1000, the sum of £70;**
 - (ii) **for debts between £1,001 and £10,000, the sum of £90;**
 - (iii) **for debts over £10,001, the sum of £140;**

which represents the administrative costs the home may incur as a result of your default. In the event that our charges remain unpaid for more than 12 weeks we reserve the right to take legal action in respect of our unpaid fees and/or ask you to leave the home.

- E. At the end of your stay we will provide a statement of account detailing the full assessed cost of your stay and identifying the assessed contributions. If the statement of account shows that there has been an overpayment of the Service User Contributions and/or Third Party Top-Up the amount of the overpayment will be refunded by cheque. Alternatively, if the statement shows an outstanding amount due to Crown Care Group in respect of the Service User Contributions and/or Third Party Top-Up, payment of the outstanding amount will be requested.

When you leave the home, for whatever reason, you or your relatives or representatives will be responsible for the removal of your Personal Possessions and except where stated otherwise in this document (for example in the case of death), our charges will continue to be payable in full until all of your Personal Possessions are removed.

- F. If your Personal Possessions are not cleared from your room within 7 days after the date that you leave the home, we reserve the right to remove your Personal Possessions and place them in storage at reasonable charges of £5 per day. If your Personal Possessions are not collected within one month after the date you leave the home, we reserve the right to provide 14 days' notice to you or your personal representative of Crown Care Group's intention to dispose of the Personal Possessions, which may include their re-sale. Any reasonable costs associated with the disposal will be charged to you and any money obtained, if Personal Possessions are sold, will be credited to you once our costs have been deducted.
- G. If you are a resident assessed as requiring nursing care, our charges are inclusive of the full cost of the nursing care provided for you, as explained below.

34. FUNDED NURSING CARE

If you are a resident who has been assessed as requiring nursing care some (but not all) of the nursing care provided to you by the home will be funded by the NHS instead of by you (also known as Funded Nursing Care). The amount of your nursing care that is funded by the NHS is dictated by the NHS.

The weekly amount that the NHS will pay does NOT extend to nursing care provided by care assistants or to the provision of personal care services, although it does cover the registered nurse input in monitoring care delegated to others.

In most, if not all cases, the amount paid by the NHS for your nursing care will be insufficient to cover the cost of the nursing care actually provided to you by the home. We shall use our reasonable endeavours to assist you to claim the NHS contribution.

The amount that the NHS pays in respect of your nursing care is usually paid directly to CROWN CARE, with which we will reduce your weekly fees accordingly.

The FULL weekly charge payable by you to the home is therefore inclusive of the full cost of your nursing care until such funding is received. Once the NHS contribution claimed by you is being received, CROWN CARE will subsequently deduct this from your account balance. If FNC has been back dated CROWN CARE will ensure a refund of the over payment accrued. Please note that if you are admitted to hospital the NHS contribution will not be payable for the duration of your hospital stay.

35. CONTINUING HEALTHCARE

If you become eligible for NHS funded Continuing Healthcare the responsibility for your funding will move from the local authority to the NHS and you will no longer be required to pay a Service User Contribution. However, it is possible that there will be a shortfall between the amount that the NHS is willing to pay and the full amount of our fees. This is because the NHS will fix the level of fees that it considers is sufficient to pay for the care and accommodation that you require. If you choose to live in a home that charges more than the amount the NHS is willing to pay, then the NHS is not necessarily obliged to fund the excess. In this situation we may require you to pay separately for the superior accommodation, services and facilities that the home provides, which amount to "additional services" that are outside the services and accommodation that the NHS is obliged to fund ("Additional Services"). We also reserve the right to move you to an alternative room at a lower charge that is more in line with the amount that the NHS will fund. If no such alternative room is available, or if you decline the alternative room offered or are unable to pay for the Additional Services, then we reserve the right to ask you to leave the home.

36. FINANCIAL CIRCUMSTANCES IN WHICH YOU MAY BE ASKED TO LEAVE

- A. **If you or a third party (other than the local authority) pay part of our charges and these are not paid in full when they are due:** If for any reason our charges are not paid at the times we have agreed with you and they remain outstanding for more than 12 weeks, we reserve the right to ask you to leave the home. In these circumstances you would be given 28 days' notice to leave the home and you will be responsible for payment of our fees (less the amount paid for you by the local authority) up to and including the date you leave. If you do not remove your Personal Possessions at the same time as you leave the home our charges will continue to be payable up to and including the date that your room is cleared of your Personal Possessions and so becomes available for occupation by another resident. All outstanding payments must be made to us within 28 days thereafter.

If your Personal Possessions are not cleared from your room within 7 days after the date that you leave the home, we reserve the right to remove your Personal Possessions and place them in storage at reasonable charges of £5 per day. If your Personal Possessions are not collected within one month after the date you leave the home, we reserve the right to provide 14 days' notice to you or your personal representative of Crown Care Group's intention to dispose of the Personal Possessions, which may include their re-sale. Any reasonable costs associated with the disposal will be charged to you and any money obtained, if Personal Possessions are sold, will be credited to you once our costs have been deducted.

- B. **NHS funded Continuing Healthcare:** If you become eligible for NHS Continuing Healthcare and the amount that the NHS is willing to pay for the services they are obliged to fund is less than our full charge and (a) we are unable to charge you for the superior accommodation, services and facilities that the home provides or (b) you are unable or unwilling to pay separately for such superior accommodation, services and facilities and/or (c) there is no suitable alternative, lower cost, room that we can offer you or (d) you decline a lower cost room that we offer you then we reserve the right to ask you to leave the home. All of this is explained in more detail at paragraph 35 above.

If you left in these circumstances you would be given 28 days' notice to leave the home and you will be responsible for payment of our fees (less the amount paid for you by the NHS) up to and including the day you leave. If you do not remove your Personal Possessions at the same time as you leave the home our charges will continue to be payable up to and including the date that your room is cleared of your personal possessions and so becomes available for occupation by another resident. All outstanding payments must be made to us within 28 days thereafter.

If your Personal Possessions are not cleared from your room within 7 days after the date that you leave the home, we reserve the right to remove your Personal Possessions and place them in storage at reasonable charges of £5 per day. If your Personal Possessions are not collected within one month after the date you leave the home, we reserve the right to provide 14 days' notice to you or your personal representative of Crown Care Group's intention to dispose of the Personal Possessions, which may include their re-sale. Any reasonable costs associated with the disposal will be charged to you and any money obtained, if Personal Possessions are sold, will be credited to you once our costs have been deducted.

- C. **If the Local Authority fails to pay our charges for a period of 12 weeks or more:** If for any reason our charges are not paid by the local authority and they remain outstanding for more than 12 weeks, we reserve the right to ask you to leave the home. In these circumstances, you will be given 28 days' notice to leave the home.

If your Personal Possessions are not cleared from your room within 7 days after the date that you leave the home, we reserve the right to remove your Personal Possessions and place them in storage at reasonable charges of £5 per day. If your Personal Possessions are not collected within one month after the date you leave the home, we reserve the right to provide 14 days' notice to you or your personal representative of Crown Care Group's intention to dispose of the Personal Possessions, which may include their re-sale. Any reasonable costs associated with the disposal will be charged to you and any money obtained, if Personal Possessions are sold, will be credited to you once our costs have been deducted.

- D. **If you are no longer eligible for local authority funding:** If at any point following admission to the home you are not eligible for local authority funding, you will be given 28 days' notice in writing and, following this period, you may remain at the home as a privately funded resident in which case Part C shall apply to you, or if you do not wish to, or cannot afford to, pay the fees due from you under Part C, you will be asked to leave the home.

If your Personal Possessions are not cleared from your room within 7 days after the date that you leave the home, we reserve the right to remove your Personal Possessions and place them in storage at reasonable charges of £5 per day. If your Personal Possessions are not collected within one month after the date you leave the home, we reserve the right to provide 14 days' notice to you or your personal representative of Crown Care Group's intention to dispose of the Personal Possessions, which may include their re-sale. Any reasonable costs associated with the disposal will be charged to you and any money obtained, if Personal Possessions are sold, will be credited to you once our costs have been deducted.

PART E

THIS SECTION ONLY APPLIES TO YOU IF YOUR FEES ARE PAID WHOLLY OR IN PART BY THE NHS

37. OUR CHARGES

As you are eligible for NHS funded continuing healthcare, the NHS is responsible for paying for your assessed care needs and accommodation. The NHS has fixed the level of fees that it considers is sufficient to pay for the care and accommodation that you require. You will appreciate that the services and facilities offered by different care homes can vary significantly (both in terms of the variety of services and facilities provided and in the quality of provision) and this is reflected in the fees that they charge. Crown Care Group prides itself on both the variety and quality of the services and facilities we provide and we recognise that

our fees are higher than those charged by some other care homes. If our fees in respect of your care and accommodation are higher than the amount that the NHS is required to pay for your care and accommodation, we may require you to pay separately for the superior, accommodation, services and facilities that the home provides, which amount to “additional services” that are outside the accommodation and services that the NHS is obliged to fund. You would have been aware of this at the time you chose the home to provide your care. You may be required to meet the cost of these “Additional Services”.

Your weekly fees are set out in the Admission Agreement.

37.1 Increases in fees:

We may increase our fees in accordance with this agreement, however we will give you 28 days' notice of any proposed increases to your weekly fees and the fee increase will apply from the end of the notice period. You will have the opportunity to leave the home if you do not agree to the fee increase and before it takes effect. Fees will remain due from you up to the date you leave the home at your current fee rate.

37.2 Increases in fees for long term stays:

The cost of the Additional Services will be reviewed periodically, usually annually (in April). When such fees are reviewed, you will be given 28 days' notice of any increase. At the end of the notice period the increased charge will apply.

37.3 Increases in fees for short term stays:

While you are on a short term stay, (up to 4 weeks), we will not review the fee (unless your care needs change - see below).

37.4 Other circumstances where your fee may increase:

If you request services which are additional to those agreed under the Admission Agreement, i.e. you wish to move to a bigger room or you would like facilities in the room which are not currently covered under your weekly fee, then we may increase our fees to reflect the upgraded services provided to you under your weekly fee, which you have chosen to purchase.

37.5 Additional Services

The sum owed by you for Additional Services is payable four weeks in advance by standing order or direct debit or by such other payment method as we may agree with you. An invoice in respect of the amount of our fees that is payable by you will be sent out to you by the start of the next four week period. Fees are payable from the date on the invoice, ("**Due Date**"). On signing an Admission Agreement in advance of admission you will be required to pay the first four week period's charges for any Additional Services.

37.6 Interest Charges

If our charges remain unpaid for more than 14 days after their Due Date for payment, we reserve the right to charge interest at the bank of England base rate, calculated on a daily basis from the Due Date up to the date of actual payment. We also reserve the right to recover from you the following sum (as applicable):

- (i) for debts up to £1000, the sum of £70;**
- (ii) for debts between £1,001 and £10,000, the sum of £90;**
- (iii) for debts over £10,001, the sum of £140;**

which represents the administrative costs the home may incur as a result of your default. In the event that our charges remain unpaid for more than 12 weeks we reserve the right to take legal action in respect of our unpaid fees and/or ask you to leave the home.

When you leave the home, for whatever reason, you or your relatives or representative(s) will be responsible for the removal of your Personal Possessions. As the room cannot be occupied by another resident until your Personal Possessions have been removed, a room holding fee equivalent to your weekly fee (less the amount paid for you by the NHS) may be levied until your Personal Possessions have been removed.

37.7 Leaving the Home - Personal Belongings

When you leave the home, for whatever reason, you or your relatives or representative(s) will be responsible for the removal of your Personal Possessions. As the room cannot be occupied by another resident until your Personal Possessions have been removed, a room holding fee equivalent to your weekly fee (less the amount paid for you by the NHS) may be levied until your Personal Possessions have been removed.

37.8 Leaving the Home - Personal Belongings (cont.)

If your Personal Possessions are not cleared from your room within 7 days after the date that you leave the home, we reserve the right to remove your Personal Possessions and place them in storage at reasonable charges of £5 per day. If your Personal Possessions are not collected within one month after the date you leave the home, we reserve the right to provide 14 days' notice to you or your personal representative of Crown Care Group's intention to dispose of the Personal Possessions, which may include their re-sale. Any reasonable costs associated with the disposal will be charged to you and any money obtained, if Personal Possessions are sold, will be credited to you once our costs have been deducted.

38. FINANCIAL CIRCUMSTANCES IN WHICH YOU MAY BE ASKED TO LEAVE

- A. **If you or a third party (other than the NHS) pay part of our charges and these are not paid in full when they are due:** If for any reason the part of our charges that are payable by you are not paid at the times we have agreed with you and they remain outstanding for more than 12 weeks, we reserve the right to ask you to leave the home. In these circumstances you would be given 28 days' notice to leave the home and you will be responsible for payment of our fees (less the amount paid for you by the NHS) up to and including the date you leave. If you do not remove your Personal Possessions at the same time as you leave the home our charges will continue to be payable up to and including the date that your room is cleared of your Personal Possessions and so becomes available for occupation by another resident. All outstanding payments must be made to us within 28 days thereafter.

If your Personal Possessions are not cleared from your room within 7 days after the date that you leave the home, we reserve the right to remove your Personal Possessions and place them in storage at reasonable charges of £5 per day. If your Personal Possessions are not collected within one month after the date you leave the home, we reserve the right to provide 14 days' notice to you or your personal representative of Crown Care Group's intention to dispose of the Personal Possessions, which may include their re-sale. Any reasonable costs associated with the disposal will be charged to you and any money obtained, if Personal Possessions are sold, will be credited to you once our costs have been deducted.

- B. **If the NHS fails to pay our charges for a period of 12 weeks or more:** If for any reason our charges are not paid by the NHS and they remain outstanding for more than 12 weeks, we reserve the right to ask you to leave the home. In these circumstances, you will be given 28 days' notice to leave the home. If your Personal Possessions are not cleared from your room within 7 days after the date that you leave the home, we reserve the right to remove your Personal Possessions and place them in storage at reasonable charges of £5 per day. If your Personal Possessions are not collected within one month after the date you leave the home, we reserve the right to provide 14 days' notice to you or your personal representative of Crown Care Group's intention to dispose of the Personal Possessions, which may include their re-sale. Any reasonable costs associated with the disposal will be charged to you and any money obtained, if Personal Possessions are sold, will be credited to you once our costs have been deducted.

- C. **If you are no longer eligible for NHS funded continuing healthcare:** If at any point following admission to the home you are not eligible for NHS funded continuing healthcare, you will be given 28 days' notice in writing and, following this period, you may remain at the home as a privately funded resident in which case Part C shall apply to you, or if you do not wish to, or cannot afford to, pay the fees due from you under Part C, you will be asked to leave the home.

If your Personal Possessions are not cleared from your room within 7 days after the date that you leave the home, we reserve the right to remove your Personal Possessions and place them in storage at reasonable charges of £5 per day. If your Personal Possessions are not collected within one month after the date you leave the home, we reserve the right to provide 14 days' notice to you or your personal representative of Crown Care Group's intention to dispose of the Personal Possessions, which may include their re-sale. Any reasonable costs associated with the disposal will be charged to you and any money obtained, if Personal Possessions are sold, will be credited to you once our costs have been deducted.



CROWN CARE

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