

# Resident Agreement Self-Funder

## HOME NAME HERE

This self-funder resident care agreement is made between **Sanctuary Care Limited** (Registered Office: Chamber Court, Castle St, Worcester, WR1 3ZQ) and **the Resident** (or their **Legal Representative**) for the provision of residential care and/or nursing services at the Home.

**Resident's name:** \_\_\_\_\_

**Move-in date:** \_\_\_\_\_

**Room number:** \_\_\_\_\_

### Respite stays only

**Move-out date:** \_\_\_\_\_ **Other:** \_\_\_\_\_

**Total number of nights:** \_\_\_\_\_ **Other:** \_\_\_\_\_

This document sets out the agreement between Us and the Resident (or their Legal Representative) and is the Terms of Business of Residence for the Home along with the parties' obligations and rights.

Please read the whole document before signing.

This document should be read in conjunction with the relevant Privacy Statement.

If you have any queries, the Home Manager will be pleased to help you.

This Home is registered in England with Care Quality Commission or in Scotland with the Care Inspectorate.

**This document must be signed *before* moving into the Home.**

## Resident Details

Title: \_\_\_\_\_ Forename(s): \_\_\_\_\_ Surname: \_\_\_\_\_

Preferred name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number(s): \_\_\_\_\_ Email address: \_\_\_\_\_

### Resident's Solicitor Details (where applicable)

Name: \_\_\_\_\_ Telephone number(s): \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

## Representative Details (where applicable)

Title: \_\_\_\_\_ Forename(s): \_\_\_\_\_ Surname: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number(s): \_\_\_\_\_ Email address: \_\_\_\_\_

Relationship to resident: \_\_\_\_\_ (Tick (✓) as appropriate)

Spouse or Partner	<input type="checkbox"/>	Daughter or Son	<input type="checkbox"/>
Sister or Brother	<input type="checkbox"/>	Friend	<input type="checkbox"/>

Other: \_\_\_\_\_ (Please provide details)

Representative is the person acting in the role of: \_\_\_\_\_ (Tick (✓) as appropriate)

Lasting Power of Attorney - Financial Affairs	<input type="checkbox"/>	Please provide evidence.
Lasting Power of Attorney - Health and Welfare	<input type="checkbox"/>	Please provide evidence.
Enduring Power of Attorney	<input type="checkbox"/>	Please provide evidence.
Deputy - Property and Financial Affairs	<input type="checkbox"/>	Please provide evidence.
Deputy - Personal Welfare	<input type="checkbox"/>	Please provide evidence.
Other _____		

Is the Resident legally responsible for their own finances? Y ☐ N ☐ (If no, see below.)

Is the Representative legally responsible for the resident's finances? Y ☐ N ☐

If 'no', confirm who is legally responsible for finances below:

Name: \_\_\_\_\_ Telephone number(s): \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

### Next of Kin Details, if different to the legal representative above.

Name: \_\_\_\_\_ Telephone number(s): \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Type of Stay	Tick (✓) as appropriate
Permanent	
Respite	

Type of Care	Tick (✓) as appropriate
Residential Care	
Nursing Care	

Care Band (from Assessment Tool)	Tick (✓) as appropriate
Low	
Medium	
High	
Complex	

Accommodation Details	Complete the following in full
Room Number	
Suite Name	

Weekly Fee Summary	Complete the following in full
Accommodation	£
Care Band	£
<b>Total Weekly Fee</b>	£

### Billable Extras

Chargeable 'billable extra' items such as newspapers, hairdressing etc., will be invoiced to you monthly and are payable on receipt, unless otherwise arranged.

(Tick (✓) as appropriate)

<b>Resident requires Billable Extras?</b>	<b>Y</b> <input type="checkbox"/>	<b>N</b> <input type="checkbox"/>
---	-----------------------------------	-----------------------------------

<b>Billable Extras Funded by Resident</b>	<b>Y</b> <input type="checkbox"/>	<b>N</b> <input type="checkbox"/>
<b>Billable Extras Funded by Other (detail below)</b>	<b>Y</b> <input type="checkbox"/>	<b>N</b> <input type="checkbox"/>
Name: _____		
Telephone number(s): _____		
Address: _____		
Email address: _____		

**Type of Funding**

(Tick (✓) as appropriate)

	<b>Tick</b> (if applicable)	<b>With Top-Up</b>	<b>Without Top-Up</b>
<b>Self-Funding</b>		<b>N/A</b>	<b>N/A</b>
<b>12 Week Disregard With or without top-up by self-funder?</b>			
<b>Local Authority Deferred Loan With or without top-up by self-funder?</b>			
<b>Funded Nursing Care (FNC)</b>		<b>N/A</b>	<b>N/A</b>
<b>Continuing Health Care (CHC)</b>			

**Funding Source Name(s)****a.**

Name: \_\_\_\_\_

Telephone number(s): \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

**b.**

Name: \_\_\_\_\_

Telephone number(s): \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

**c.**

Name: \_\_\_\_\_

Telephone number(s): \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

## Definitions

The following words and phrases within this document should be interpreted as follows:

**‘12 Week Property Disregard’** means that your Local Authority has assessed your financial position and decided to disregard the value of your property for the first 12 weeks of your care placement. The rules differ slightly between England and Scotland however; your commissioning authority will provide you with specific details prior to any agreement.

**‘Accommodation’** and **‘Room’** mean the Home and your bedroom within the Home and the associated cost based on its assessed banding; room bandings are based on room features and other benefits such as en-suite availability, outlook, patio doors etc.

**‘Amendments to this Agreement’** are when we change the terms within this document and when a change has an impact on our / your obligations contained within.

**‘Billable Extras’** and **‘Additional Charges’** mean items, services, and/or charges additional to your total care and accommodation weekly fees. Examples of which can be found at paragraph 4.7.

**‘The Office for Budget Responsibility’** The Office for Budget Responsibility was created in 2010 to provide independent and authoritative analysis of the UK’s public finances. It is the duty of the Office to examine and report on the sustainability of the public finances.

<https://obr.uk/about-the-obr/what-we-do/>

**‘Care Band’** is the level of care required based on your needs; low, medium, high or complex.

**‘Care Costs’** means the cost of care based on your assessed needs; a Care Band will be assigned to each resident depending on the amount of care and support required on move-in.

**‘Care Plan’** means the documentation held at the Home containing information about you.

**‘Continuing Health Care (CHC)’** Funding for health related conditions is the responsibility of the NHS. The NHS pays a rate based on an assessment of needs. You are able to opt for higher standard of accommodation; this will mean a top up fee for the difference will need to be agreed prior to admission.

**‘CQC’** and **‘CI’** mean the Care Quality Commission and Care Inspectorate, the English and Scottish regulators for care services, respectively.

**‘Funded Nursing Care (FNC)’** means when the NHS pays for the nursing care component of nursing home fees. The NHS pays a flat rate directly to the care home towards the cost of this nursing care

**‘Governing Laws and Jurisdiction’** defines which laws will be used to interpret the contract and where these would take place in the event of a dispute.

**‘Move In Date’** means the date when you move in to the room.

**‘Personal Allowance’** and **‘Personal Allowance Account’** mean the money you have for paying for items additional to the Home’s fees.

**‘Personal Data’** means information that has been provided to us that is personal and / or sensitive.

**‘Permanent Stay’** is when a Resident moves into the Home with a view to a permanent, long-term residency of more than 6 weeks. If you are planning on moving into the Home for more than 6 weeks, you will be a ‘Permanent Stay Resident’ for the purposes of this agreement.

**‘Privacy Statement’** means the document which describes how we will use your information and details our commitment to confidentiality.

**‘Resident’, ‘You’ or ‘Your’** mean the person who wishes to reside in the Home.

**‘Representative’** means the individual who has legal authority to act on your behalf. A representative with *legal* authority is someone who has, for example, Power of Attorney (PoA) status (Continuing PoA, Welfare PoA, Financial and Property PoA or Health and Welfare PoA), Deputyship (Property and Finance or Personal Welfare) or Guardianship over your affairs.

**‘Respite’** means a pre-booked short stay in the Home for up to 6 weeks. If you are planning to move into the Home for 6 weeks or less, you will be a ‘Respite Resident’ for the purposes of this agreement.

**‘Respite Weekly Fee’** means the total weekly cost of your agreed short stay if you are a Respite Resident.

**‘The Home’** means the residential or nursing home in which you live.

**‘Total Weekly Fee’** means the total fee per week for your care and accommodation if you are a Permanent Stay Resident or a Respite Stay Resident in the home.

**‘Trial Period’** means the first 28 days of a permanent residents stay.

**‘We’ or ‘Sanctuary Care’** means the care provider or one of its wholly owned subsidiary residential care or nursing homes registered under the ‘Sanctuary Care’ company umbrella.

**Sanctuary Care and the Resident, or Legal Representative (where applicable), agree for the duration of this agreement, the following:**

## **Section 1: Length of Agreement**

- 1.1** The agreement starts on the date you move-in to the Home. When it will end will depend on whether you are a **Respite Stay Resident** or a **Permanent Stay Resident**.
- 1.2** If you are a **Permanent Stay Resident**, this agreement will end on the date it is terminated by either you or Sanctuary Care in accordance with paragraph 5.2 below.
- 1.3** If you are a **Respite Stay Resident**, this agreement will end on the date agreed between you and Sanctuary Care or, if earlier, on the date it is terminated by either you or Sanctuary Care in accordance with paragraph 5.3 below.

## **Section 2: Our Services, Rights and Responsibilities**

**Under this agreement, Sanctuary Care is responsible for providing the following services, in addition to those outlined in paragraph 4.6, to you -**

- 2.1** The use of a **furnished Bedroom** and the opportunity to live in the Home sharing the use of lounges, bathrooms, dining areas, gardens and other communal rooms.
- 2.2** **Care and/or nursing services appropriate to your needs** and in accordance with your Care Plan which will reflect your health, personal, emotional, spiritual and social care needs. Your Care Plan will be reviewed on a regular basis and you are entitled to access it at any time.
- 2.3** **Suitably trained staff** that will always provide quality care and treat you with dignity and respect. We will ensure our staff know how to safely use any equipment needed to support your care needs and are provided with the correct personal protective equipment to provide your care safely and hygienically. We will undertake all the relevant checks on staff to ensure your safety and well-being including Disclosure and Barring Service (DBS) checks and taking references.
- 2.4** Suitable **meals** that are healthy, varied and appropriate to your needs. Please note that there is no fee reduction for any meal not taken.
- 2.5** Keeping the **Home in good repair** both internally and externally and providing utilities such as water, heating and light. We reserve the right to have access to your Bedroom for cleaning, repairs and redecoration. Wherever possible, we will give you notice before any planned work.
- 2.6** **Privacy and respect.** A piece of lockable furniture is provided in your Bedroom for you to use. Whilst we can lock valuables (under £500) away for safe keeping, we are unable to look after cash on the Home premises and would bank any money requiring safekeeping into a Personal Allowance Account which you would be able to access for day to day expenditure.

- 2.7 Supporting family, friends and representatives to visit you** with no formal restrictions to visiting arrangements within the Home. For the comfort, safety and security of all residents, unusually early or late visiting arrangements should be made in advance with staff who will also advise of any localised schedules.
- 2.8 Maintaining the standards of accommodation, personal care and where relevant, nursing services** provision in England in accordance with *Health and Social Care Act 2012 (Regulated Activities) Regulations 2010*, *Care Quality Commission (Registration) Regulations 2009* and *Essential Standards of Quality and Safety* and in Scotland in accordance with the *Public Services Reform (Scotland) Act 2010* and *Social Care (Self-directed Support) (Scotland) Act 2013* and *Health and Social Care Standards*.
- 2.9** Providing a **laundry service**. All items of clothing should be labelled with your name to enable staff to return washed items. Items must be suitable for high-temperature washing and tumble-drying.
- 2.10 Supporting independence** wherever possible including, if you are able, your freedom to leave the Home for visits, trips and holidays. Please note however, that we cannot accept responsibility for your safety whilst away from the Home unless the journey, and any necessary assistance, is agreed and arranged by us.
- 2.11 Supporting registration with a local GP** as well as managing and administering your own medication, in line with your GP's support. We will regularly review this arrangement to ensure your safety however, it always remains your responsibility not to misuse your medication and to keep it locked up in your room.
- 2.12 Safekeeping of valuable assets.** Please notify the Home Manager on move-in if you intend to keep any excessive sums of cash or valuable items. Safekeeping of some items may be arranged on request.
- 2.13** Arranging **electrical items to be safety tested** (Portable Appliance Testing - 'PAT') on a regular basis; this may incur a small charge. We reserve the right to request that all unsafe equipment be removed from the Home in the interests of safety, or repaired at your own cost prior to re-use, with proof of repair and recertification being provided by you.
- 2.14 Providing an annual limited insurance cover** for your personal items up to a maximum *annual* limit of £500, inclusive of £100 cash. Please note that the policy carries a £50 excess payable by you should a claim be made. All claims must be made within 7 days of the loss and certainly no later than 30 days after the date of the incident.
- Additional insurance cover should be purchased by you as required; examples include covering furniture and other more valuable items e.g. cash, credit cards, cheques, certificates, bonds, deeds, documents or personal effects etc.
- 2.15 Ensuring that your bedroom is right for you.** If it is in either your or the Home's best interests, we reserve the right to move you to another bedroom. We will consult with you before a decision is made and provide you with written notice of at least 28 days unless the circumstance is deemed to be unsafe or an emergency.



- 2.16 Transport Arrangements and Escort Charges.** In the event of an accident or emergency, we will arrange Ambulance Service transportation to hospital for you.

Where NHS transport is not used to attend routine out-patient or private appointments, you will be responsible for meeting transportation costs.

If a family member, friend or representative is unable to accompany you to an appointment, we can arrange for a member of staff to accompany you which is an additional charge.

The minimum escorting charge is three hours.

If the escort is required for a period of longer than three hours, the additional time will be charged in fifteen-minute intervals.

The total escorting fee will be invoiced monthly listed under 'Escort Charges'.

Either a Care or Nursing member of staff will undertake escorting duties in the first instance. The charge rates of staff are different, and the Home Manager will be able to confirm what these rates with you prior to any duties undertaken. If we are unable to provide a permanent member of staff, for example because it would leave the home short of staff, and we will provide an agency member of staff; this would be provided at no extra charge to that of a permanent staff member.

The Home Manager will provide hourly rate details on request.

- 2.17 Equal Opportunities and Accessibility.** We operate a comprehensive Equal Opportunities Policy - 'Fairness for All'. It is expected that all residents and staff adhere to this Policy and support its aims. A copy of this document is available upon request.

The Home employs both male and female staff, and either may provide services to you. If you have any objection to this, please let the Home Manager know immediately and, wherever possible, prior to move-in.

We endeavour to provide all residents, prospective residents and other stakeholders with the information they require in a format appropriate to their individual needs, using clear language, which is easy to understand.

If you require information in another format, please let the Home Manager know as soon as possible.

**The following are services excluded from this agreement:**

- 2.18 In the event of death** we are, unfortunately, unable to make funeral arrangements for you. We recommend that arrangements are made with your Representative/s and Home Manager to ensure that all personal items are collected or put into safekeeping in line with your wishes.
- 2.19** For the sake of clarity, **no tenancy** of any kind is created in respect of this agreement; control of your bedroom shall remain with the Home.

## Section 3: Your Responsibilities

- 3.1** The Home's '**Welcome Pack**' provides many useful and informative documents about the service and applies to all residents residing in the Home; any rules set out within these documents must be abided with. If you have not already received this pack, please request a copy from a member of staff.
- 3.2** You must **always treat all our staff and other Residents with dignity and respect**. Unacceptable behaviour or any criminal activities, such as assault on a fellow Resident or member of staff or theft, will not be tolerated and may result in Sanctuary Care terminating this agreement in accordance with paragraph 5.4 below.
- 3.3** You must mark **personal items** with your name e.g. spectacles, shoes, clothing etc.; a member of staff will provide you with an inventory, which must be completed, to list then receipt, each item.
- 3.4** You must ensure that **all new items brought into the Home** are added to your inventory. All **furniture** and items brought into the Home should be in a **safe and reasonable condition**; this will be determined by staff in the Home and if they determine any item to be unsafe or in unreasonable condition you will not be permitted to bring it into the Home.
- 3.5** It is **your responsibility to maintain your items and equipment** and to remove any broken items from the Home. For example, whenever applicable, you must arrange for servicing and maintenance of your private wheelchair. We are unable to accept responsibility for your items unless a) we were keeping the item safe for you and had issued a receipt for this service or b) the damage or loss is proven to have resulted from our negligence.

## Section 4: Financial Information

### 4.1 Personal Finances

Although we cannot accept responsibility for your personal finances, we are able to guide you as to where to access further information and support.

Please note that members of staff are not permitted to act as appointees or hold deputyships or guardianships on your behalf however, in exceptional circumstances, we may be able to assist in making alternative arrangements for you.

### 4.2 Fee Information and Annual Increases

#### Standard Annual Increase 7%

On the 1 April each year, providing there are no changes to your needs and / or services required to meet your needs, your total weekly fee **will be increased by 7% as standard**.

For example, if your weekly fee is £1,000 per week in the first year, your new fee will be £1,070 per week for the following year.

Our annual increase is intended to cover increased costs incurred by Sanctuary Care in running our care homes, this includes annual increases to our staffing costs (including foreseeable changes to the National Minimum Wage), inflation on supplies (e.g. food and medical sundries) and inflation and investment in our properties which impact on accommodation costs.

This **review is separate** to any change in your fee which occurs because of a **change in your individual care needs**.

We will write to you to inform you of the annual increase no later than 1 February, confirming the change and the new weekly fee for the following year which will take effect from 1 April. If you do not wish to accept the increase you are able to choose to terminate your agreement as per clause 5.2, by providing 28 days' written notice.

This notice must be sent a minimum of 28 days prior to 1 April to ensure you will not be charged the increased fee and that you have left the accommodation and removed your personal belongings.

#### Increase in fees to meet needs

If your care needs change during your residency, your fees will change in accordance with your care requirements. An assessment of your care needs will take place as and when required and any impact on fees due to a change in care requirements will be discussed with you.

Increases to NHS funding will not change the weekly fee payable by you or any annual increase to the weekly fee described in this clause.

#### Top up payments

If you are fully funded by the NHS but you have chosen an enhanced room, the agreed Top-up Fee will increase as per the standard annual 7% increase (subject to paragraph below 'Unforeseen Costs').

#### Unforeseen costs

Our fees may need to be increased as a result of any unforeseen major changes in legislation, regulations or taxes which directly impact care home costs. For example, these changes may include, but are not limited to, changes to staff ratios, fuel and energy prices, required qualifications, changes to pension contributions and national living wage increases (where the Office for Budgetary Responsibility forecasts an annual uplift to the national living wage which is in excess of 4.9%).

If there are any such changes, we reserve the right to raise our standard annual increase from 7% by a fair and reasonable amount to reflect the impact of the unforeseen change in our costs. Where we exercise this right, we will write to you providing 56 days' notice of this change to confirm the increase in your fees and to explain how this has been calculated.

If you do not wish to accept the increase you are able to choose to terminate your agreement as per clause 5.2, by providing 28 days' written notice. This notice must be sent a minimum of 28 days prior to 1 April to ensure you will not be charged the increased fee and that you have left the accommodation and removed your personal belongings.

If you are a **Permanent Stay Resident**, the fee process set out in paragraph 4.3 will apply to you and if you are a **Respite Stay Resident**, the fee process set out in paragraph 4.5 will apply to you.

### 4.3

#### **Fees and Payment Terms - Permanent Stay Residents Only**

You are required to pay the **Total Weekly Fee** as invoiced.

The cost of your Total Weekly Fee is set out within the separate Fee assessment tool provided to you. This will also include the items set out as being included within the Weekly Fee as listed in paragraph 4.7 below.

You will be invoiced for the Total Weekly Fee, payable monthly, in accordance with the Fee assessment tool provided to you with this agreement.

All invoices are due for **payment within 30 days of the date of the invoice** and should be **settled by direct debit**.

SF3 0622

We reserve **the right to charge interest on the late payment of fees** against all overdue invoices at a rate of **2% above** the prevailing base rate of Barclays Bank Plc., calculated monthly for payments made later than 30 days.

#### **4.4 Weekly Fee – Applicable to all Residents**

The initial **weekly fee** will be agreed with the Home Manager prior to your move-in.

There are two elements to the weekly fee: **care costs** and **accommodation costs**.

**Care costs** are calculated based on an assessment of your needs. These fees can be reviewed at any time where there is a change in your needs. This could result in an increase or decrease in fees and will be based on a needs assessment. Any changes will be agreed with you and notice will be provided before any change in accordance with paragraph 4.2.

**Accommodation costs** are set based on the living costs at the Home and the specific Bedroom features. These costs are subject to annual reviews and may therefore result in subsequent charge increases.

#### **4.5 Fees and Payment Terms for Respite Stay Residents Only - In addition to paragraph 4.4**

All respite charges, represented by the Weekly Respite Fee for each week of respite provided, are payable in advance and include the items set out in the following Weekly Fee table at paragraph 4.7. Billable Extras are not included in this fee.

A deposit of 25% of the full stay total is required to be paid at the point of booking whilst the balance is required, at a minimum, 7 days before the day your Respite stay begins.

Bookings at the Home can be taken up to 6 months in advance.

#### **4.6 Fees and Payment Terms for Continuing Health Care (CHC) Residents – In addition to paragraph 4.4**

If available those eligible for CHC funding can opt for a higher standard of accommodation than that of our standard room. When CHC funding does not meet the full accommodation costs there will be a top-up fee required.

Any agreed top up will be clearly detailed in page 3 of this document and billed direct to you (the resident and / or third party).

#### **4.7 Services Included in the Weekly Fee**

Chargeable 'billable extra' items will be added to your monthly invoice.

Failure to make payment within 30 days may result in these services being suspended until payment is received.

Please note that if you receive alternative treatment not provided through the NHS, you may be invoiced directly by the professional body involved. Please also note that we are entitled to charge for products that the NHS does not consider clinically necessary. The Home Manager will provide you with further information.

The tables overleaf outline the services included in the weekly fee (Table 1) and not included in the weekly fee (Table 2).

**Table 1**  
**Included in the Weekly Fee, in additional to those outlined in Section 2, above**

Accommodation in a single bedroom (or double, if arranged) with en-suite facilities, where available
A personalised Care Plan
Residential care and/or nursing services, in accordance with your Care Plan
Food and non-alcoholic drinks and beverages
Room cleaning and laundry services provided on a regular basis
Utilities, including Council Tax and water rates, where applicable
Wi-Fi access in communal areas

**Table 2**  
**Examples of items and services not included in the Weekly Fee and therefore maybe chargeable as 'Billable Extras' if the Home provides the service**

Daily living aids not provided by an Occupational Therapist and for your use only
Escort charges
Chiropody, dental, hearing or optician services
Hairdressing
Newspapers
Alternative or private therapies
Dry cleaning
Clothing
Toiletries
Excursions / trips out
Installation of personal telephone lines, telephones or television or satellite aerials, decoders or subscriptions and associated hardware
Private telephone calls or telephone accounts
Private internet access
Television licence (if under 75 or otherwise applicable)
Personal alcohol or specialist beverages
<b>Please note that this list is not exhaustive.</b>

#### 4.8 Payment Methods

**Payments should be made by Direct Debit.** In exceptional circumstances, with prior agreement, we may accept payment by BACS transfer. **Any payments not received by Direct Debit are subject to a £10 per invoice administration charge.**

#### 4.9 Personal Allowance

A Personal Allowance Account may be held on your behalf for daily living expenses. If you choose to maintain an account, it can be topped up by paying cash in at the Home or via BACS transfer.

We respectfully ask that your Personal Allowance Account does not hold excessive amounts of money. Interest accrued on the account is rare and therefore not paid to residents. Should there be insufficient funds in your Personal Allowance Account to cover your expenditure, you will be notified by the Home.

#### 4.10 Deferred Loans via Local Authorities - Permanent Stay Residents Only

Where a Resident is funded via a deferred loan agreement with their Local Authority they are obliged to make Sanctuary Care aware of when they are approaching the agreed deferred maximum amount; it is at this point that the funding arrangement will change.

You should be provided with an annual statement by your commissioning authority which will advise you of your statement of account and the amount remaining.

If you are unable to advise us yourself, your Representative must do so.

All Local Authority commissioned deferred loans will still be set at the self-funding rates. The Home Manager will advise you of this rate.

#### 4.11 Deferred Loans via Sanctuary Care - Permanent Stay Residents Only

Where a deferred loan agreement has been refused by the Local Authority, Sanctuary Care may offer funding via a deferred loan. This arrangement is at the discretion of Sanctuary Care Head Office only and if approved, will require you to enter into a separate agreement.

Where a deferred loan arrangement is offered, Sanctuary Care must obtain adequate security for the payment of the deferred amount, any interest payable and administration costs.

#### 4.12 Funding Arrangements - Permanent Stay Residents Only

You are entitled to a means assessment and, if eligible, may be able to apply for financial support from your commissioning authority.

We ask that a minimum of 1 year of funding be available at the time of moving into the Home and **evidence of this will be required prior to move-in.**

The Planning for your Future Checklist must be completed prior to your move-in. The Homes' management team will complete this with you.

We ask that you advise us 6 months in advance of any anticipated changes to your funding status.

You are obliged to notify Sanctuary Care at least three months before your assets reach the financial threshold; this is the threshold that would require you to have a financial assessment by your commissioning authority.

You need to be aware that should your funding category change i.e. should you lose your self-funder status, and your commissioning authority is not willing to fund the cost of care in the specific Bedroom or Home that you have chosen, Sanctuary Care may be required to move you to another Bedroom or serve notice to leave the Home, unless a top-up fee can be provided.

If you are unable to advise us of such changes in your financial status yourself, your Representative must do so.

We urge you to seek financial advice from a reputable, independent financial advisor, to understand the options available to you with regards to funding care.



## Section 5: Terms and Conditions

### 5.1 Trial Period - Permanent Stay Residents Only

If you are a Permanent Stay Resident the **first 28 days** of living in the Home are a **trial period**.

During this time, you may end this agreement and leave the Home by giving us **7 days** written notice.

Regardless of when you end the agreement, you will be charged up to when your Bedroom has been cleared of all personal belongings.

Once the trial period is over, the usual **28 days notice** period to leave is required (see below).

### 5.2 Ending this Agreement - Permanent Stay Residents Only

You may terminate this agreement by giving us **28 days notice** in writing, for any reason. During this 28 day notice period, all fees will continue to be payable to us.

If you leave the Home without providing us with the appropriate period of notice to end our agreement, we will require the payment of fees to cover the full period during which notice *should* have been given. This does not apply should we be in serious breach of this agreement.

If at any time you feel us to be in serious breach of this agreement, you may terminate this agreement by giving at least 7 days written notice of termination to the Home Manager.

### 5.3 Ending this Agreement - Respite Stay Residents Only

If you wish to cancel the period of Respite agreed before you move in, you must give us **48 hours written notice** to cancel your stay before move-in.

If you provide us with 48 hours or more written notice before move-in, any fees which have been paid to us for the Respite period will be credited to you.

If you do not provide us with the minimum 48 hours written cancellation notice before move-in, **10% of the total respite fee** will be deducted before crediting the remaining fee to you. This charge is to cover costs incurred by us prior to your move-in e.g. not placing anyone else in the room at that time.

We will always try to mitigate our losses by placing another person into the room during the cancellation period; if we are able to do so, the full fee will be credited to you.

If at any time before move-in, an assessment of needs subsequently finds that respite services are not suitable for you, the full fee will be credited to you.

If you wish to cancel the period of Respite agreed after you have moved into the Home, we will require 48 hours written notice to terminate this Respite agreement.

For stays of 14 days or less, a credit of 80% of the remaining fee will be issued to you.

For stays of 15 days or more, a credit of 90% of the remaining fee will be issued to you.

These charges are in place to cover the cost of the room not being used as expected however, if we are able to mitigate our losses by arranging for another person to use the room, we will do so. If this is the case, we will issue you with a credit for the period of time the room is occupied as well as the relevant credit, as above.

#### 5.4 Ending this Agreement - Sanctuary Care

##### **For Permanent Stay Residents**

We may terminate this agreement by giving you **28 days notice** in writing, for any reason. During this 28 day notice period, all fees will continue to be payable to us.

In the following circumstances we may terminate this agreement by giving you less than 28 days notice where:

- following discussion and consultation with the relevant parties, resident, family, Home Manager etc., we can no longer provide services following a change in your needs.
- we reasonably believe that the health and safety and/or wellbeing of the other Residents and/or staff may be at risk either by your conduct or behaviour, or the behaviour of your visitor/s to the Home.
- For non-payment of Fees. If after a request in writing from us to you / your representative for the outstanding payment to be made, no such payment is made and we have been offered no realistic repayment plan.
- we receive a relevant notice in writing issued by a regulator, in which case the notice period for terminating this agreement would be the same as that issued by the regulator.

If we give you short notice, we would always provide you with a reasonable period of time to clear your bedroom and any fees that have been paid to us in advance to cover your residency after the date you are required to move out of the Home (or the date all personal belonging are cleared out of your Bedroom, if later) will be credited to you.

##### **For Respite Stay Residents**

We may terminate this agreement by giving you **7 days notice** in writing, for any reason. During this notice period, all fees will continue to be payable to us.

In the following circumstances we may terminate this agreement by giving you less than 7 days' notice where:

- following discussion and consultation with the relevant parties, resident, family, Home Manager etc., we can no longer provide services following a change in your needs.
- we reasonably believe that the health and safety and/or wellbeing of the other Residents and/or staff may be at risk either by your conduct or behaviour, or the behaviour of your visitor/s to the Home.
- For non-payment of Fees. If after a request in writing from us to you / your representative for the outstanding payment to be made, no such payment is made and we have been offered no realistic repayment plan.
- we receive a relevant notice in writing issued by a regulator, in which case the notice period for terminating this agreement would be the same as that issued by the regulator.



If we give you short notice, we would always provide you with a reasonable period of time to clear your bedroom and any fees that have been paid to us in advance to cover your residency after the date you are required to move out of the Home (or the date all personal belonging are cleared out of your Bedroom, if later) will be credited to you.

### **5.5 Temporary Absence from the Home - All Residents**

If you are absent from the Home, including if you require in-patient hospital treatment, the full weekly fee (and top-up, if applicable) will remain payable for the **first 7 days**.

From the 8<sup>th</sup> day onwards, if the absence continues, the fee payable will reduce by 10% until you return to the Home or this agreement is terminated. As long as the fee is paid, your Bedroom will be kept unoccupied for the period agreed with your Home Manager.

If the fee is not paid or your care needs change and you are unable to return to the Home the agreement will be terminated, with due notice provided in accordance with 5.4.

### **5.6 Changes in Needs Circumstance**

If the type of care the Home provided is no longer appropriate for you, for example, if you require specialist care or nursing, it may be necessary to consider a move to alternative accommodation, either within your Home or to another location.

Likewise, if a re-assessment, for example following a stay in hospital, indicates that the Home can no longer meet your needs, a move may be necessary.

You will need to notify us as soon as possible - in writing, giving **28 days notice** - of any changes which may affect your stay in the Home. Following this, a meeting will be arranged between you and, where applicable, your representative and/or family and the Home Manager to discuss these changes. Such decisions will only be made after careful consideration and will be confirmed in writing to you.

### **5.7 Changes in Financial Circumstance**

If your financial circumstances change and it becomes clear that you can no longer self-fund your placement at the Home, you must contact your commissioning authority immediately for advice and support.

Should this be the case, you must arrange to speak with the Home Manager to discuss future funding and accommodation options.

### **5.8 In the Event of Death**

In the event of death, we ask that your room be cleared by your Representative within three calendar days after the day of the event.

Post death fees will be charged for three days for this period, starting from the day after death. On condition that your room has been cleared by the end of this three-day period, fees will then cease. Your Representative may be able to extend this period by putting this request in writing. Fees will remain payable during this extension. Post death fees are the pro-rata of your total weekly fee.

If we can reoccupy the room during this three-day period, post death fees will only be charged up to the date of reoccupation. We will issue a credit within 28 days for any post death fees due back in this situation.

This agreement will then terminate following payment of any other outstanding fees, together with any interest due thereon, which will be charged to your estate.

If your Representative requires more than 3 days to clear the room, a request in writing should be submitted to the Home Manager stating that an extended period is required. If this is agreed, the accommodation fees will remain payable until the room is cleared.

If arranged, we will allow a period of up to **10 extended days**, after the day of death, in which to clear the room. During this period, the full accommodation fee will remain payable.

We will cease charging the accommodation fee on the **11<sup>th</sup> day** however, if the room remains uncleared, the Representative is unable to clear the room or has not requested an extended period, we will remove your possessions.

Following this, we will store your possessions, whenever possible, for up to 6 months during which time we will contact the Representative again to check that they are still unable to collect the possessions; if this is the case, any items remaining uncollected, will be disposed of.

Any pre-payments on account made will then be credited to your account from the date the room is cleared of all personal belongings.

## **5.9 Personal Data and Information Sharing**

To care for you, and comply with our obligations under this contract, Sanctuary Care needs to hold certain records and information about you. Your signature (or your Representative's) on this agreement constitutes your consent for us to hold this information and to use it for providing our services to you. We will comply with the Data Protection Act 2018.

Should you leave the Home, we may be required to share your information with other parties, such as the NHS. Before sharing any information, we will ensure that the other party is legally entitled to access your information; we will adhere to all current data protection laws to protect it.

Likewise, should the Home be transferred to another provider, we will be required to share your information with that other party for them to continue providing you with the appropriate care and support. We will only share with another provider the information we have collected from you to provide your care and support services, this will include the financial information we may have about you.

A copy of our 'Privacy Statement' should have been made available to you, and is accessible on our website and can be requested from a member of staff at any time.

## **5.10 Events Outside our Control**

If we are unable to perform any of our obligations under this agreement due to unforeseen circumstances that are beyond our control such as D&V outbreak, health and safety issues which might prevent safe move-in or other force majeure events such as flooding or fire, we will do our best to provide an alternative solution for you or provide a full credit return, whichever you prefer.

### 5.11 Amendments to this Agreement

We reserve the right to amend this agreement for the benefit and welfare of our Residents and in the best interests of the Home. Amendments may be necessary to meet regulatory requirements, meet your changing needs, to improve business processes or improve the general services we provide.

We will provide you with at least **28 days written notice** in advance of any amendments to this agreement, providing full details that should be kept with this main agreement.

Should you be unhappy with the proposed changes then you may terminate this agreement with **28 days written notice**.

### 5.12 Governing Laws and Jurisdiction

#### England

This agreement and any dispute or claim arising out of, or in connection with it or the care services (including non-contractual disputes or claims) shall be governed by English law. For all homes registered with the CQC; Sanctuary Care and you agree that the English courts will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this agreement.

#### Scotland

This agreement and any dispute or claim arising out of, or in connection with it or the care services (including non-contractual disputes or claims) shall be governed by Scottish law. For all homes registered with the CI; Sanctuary Care and you agree that the Scottish courts will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this agreement.

### 5.13 Comments, Compliments and Complaints

Comments and compliments are always welcome at the Home. Please do not hesitate to pass these on to the Home Manager. If you have a complaint, please raise it in accordance with our complaints process, a copy of which is provided with this agreement or accessed through our website on the 'Feedback and Involvement' pages.

If, having followed our complaint process, you remain unhappy with the way the complaint was handled, you are entitled to contact the relevant local ombudsman.

#### **England - Local Government Ombudsman**

**Address:** PO Box 4771, Coventry, CV4 0EH.

**Helpline:** 0300 0610614 or 0845 6021983      **Website:** [www.lgo.org.uk](http://www.lgo.org.uk)

#### **Scotland - Scottish Public Services Ombudsman**

**Address:** 4 Melville Street, Edinburgh, EH3 7NS.

**Helpline:** 0800 377 7330 or 0131 225 5300      **Website:** [www.spso.org.uk](http://www.spso.org.uk)

You may also wish to contact our regulators, although they may not be able to investigate individual complaints.

### **England - Care Quality Commission (CQC)**

**Address:** National Correspondence, Citygate, Gallowgate, Newcastle upon Tyne, NE1 4WH.

**Helpline:** 03000 616161    **Website:** [www.cqc.org.uk](http://www.cqc.org.uk)

### **Scotland - Care Inspectorate (CI)**

**Address:** Compass House, 11 Riverside Drive, Dundee, DD1 4NY.

**Helpline:** 0345 600 9527    **Email:** [enquiries@careinspectorate.com](mailto:enquiries@careinspectorate.com)

**Website:** [www.careinspectorate.com](http://www.careinspectorate.com)

### **Further Independent Support and Advice**

**Citizens Advice Bureau**    [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)

**Citizens Advice Scotland**    [www.cas.org.uk](http://www.cas.org.uk)

**Age UK**    [www.ageuk.org.uk](http://www.ageuk.org.uk) or 0800 169 6565

**Age Scotland**    [www.ageuk.org.uk/scotland](http://www.ageuk.org.uk/scotland) or 0800 1244222

**Relatives & Residents Assoc.**    [www.relres.org](http://www.relres.org) or 0207 359 8136

**My Home Life Scotland**    [www.myhomelife.uws.ac.uk/scotland](http://www.myhomelife.uws.ac.uk/scotland)

**Local Authorities**    [www.gov.uk](http://www.gov.uk)

**Society of Later Life Advisers**    [www.societyoflaterlifeadvisers.co.uk](http://www.societyoflaterlifeadvisers.co.uk)

**We the undersigned confirm that we have read and agree to the terms in this document.**

### Resident Signature

Name: (capitals) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Resident - Privacy Statement and Using Personal Information

Please tick the box to confirm you have been provided with a copy of the Sanctuary Care **Privacy Statement** and **The Fee Assessment Tool** and have read, understood and agree to the terms. These documents must be provided prior to signing the agreement.

I confirm I have been provided both the **Privacy Statement** and **The Fee Assessment Tool**  
Please tick (✓) the box to confirm ☐

### Representative Signature

Acting on behalf of the named Resident, I agree to the terms within this document.

Name: (capitals) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Representative - Privacy Statement and Using Personal Information

Please tick the box to confirm you have been provided with a copy of the Sanctuary Care **Privacy Statement** and **The Fee Assessment Tool** and have read, understood and agree to the terms. These documents must be provided prior to signing the agreement.

I confirm I have been provided both the **Privacy Statement** and **The Fee Assessment Tool**  
Please tick (✓) the box to confirm ☐

### Home Manager Signature

Name: (capitals) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sanctuary Care, and its wholly owned subsidiaries, is a company incorporated in England and Wales with Registration Number 4231521 and a subsidiary of Sanctuary Housing Association (an exempt charity). VAT No: 732012487

**Registered Address:** Cameo House, Chamber Court, Castle Street, Worcester, Worcestershire, WR1 3ZQ.  
**Telephone:** 0800 916 1499 / 0800 917 0478 **Website:** www.sanctuary-care.co.uk



Sanctuary Care

## Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

Sanctuary Care Property (2) Limited  
Cameo House  
Chamber Court  
Castle Street  
Worcester  
WR1 3ZQ

Service user number

4	4	4	1	7	1
---	---	---	---	---	---

FOR SANCTUARY CARE LTD OFFICIAL USE ONLY  
This is not part of the instruction to your bank or building society

Resident Name:

Home Name:

I wish to pay my residential fees and/or services on or immediately after

Please mark preferred draw date

1st

15th

\*\*Please note that if no selection is indicated, the default date of the 15<sup>th</sup> will automatically be selected\*\*

### Instruction to your bank or building society

Please pay Sanctuary Care Property (2) Limited Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Sanctuary Care Property (2) Limited and, if so, details will be passed electronically to my bank/building society.

Signature(s)

Date

Name(s) of account holder(s)

Bank/building society account number

Branch sort code

Name and full postal address of your bank or building society

To: The Manager

Bank/building society

Address

Postcode

Reference

S A N C T U A R Y

Banks and building societies may not accept Direct Debit Instructions for some types of account

DDI1

This guarantee should be detached and retained by the payer.

## The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Sanctuary Care Property (2) Limited will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request Sanctuary Care Property (2) Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Sanctuary Care Property (2) Limited or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
  - If you receive a refund you are not entitled to, you must pay it back when Sanctuary Care Property (2) Limited asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.