

SHORT STAY RESIDENT'S CONTRACT

Version 1.1
November 2024

Welcome

We know that the decision to change where you live, even for a short term stay is an important one. As well as providing a summary of what you need to know before your stay, this booklet contains the contract for your care and accommodation which will become binding on you when you sign it.

About us

The Fremantle Trust is a registered charity and not-for-profit business providing first-class care and support services for elderly people and adults with learning disabilities. We work for the people who use our services.

- Locations across Buckinghamshire, Bedfordshire, Berkshire, Milton Keynes and Hertfordshire
- Over 1,500 friendly, dedicated and highly professional colleagues
- Supporting over 1,100 people
- Dementia care & respite care services
- Nursing homes & residential homes
- Learning disability services

On your first day

When you arrive, please let the team know where you would like any belongings you have brought with you placed, so we can place things just how you would like them.

We will let you know about any activities happening over the first few days so you can choose if you would like to attend.

We will also speak to you about what you like to eat to understand your meal and snack preferences.

If you would like a newspaper to be delivered, please let the team know so they can arrange this with the local newsagent (any charges will be payable by you).

What is included in your fee

The following are included in your weekly fee:

- A choice of meals, snacks and non-alcoholic drinks. We will also cater for special dietary requirements by arrangement with the Home Manager and Chef.
- Full use of all the communal gardens, lounges, dining rooms, bathrooms and any other communal facilities.
- The opportunity to join in with activities run by the home and use of recreational facilities. You may be asked to make a financial contribution to the cost of some activities or excursions.
- The care team is on hand day and night to assist you with washing, bathing, medication and other personal care.
- A full laundry service, but not dry cleaning.
- Liaison with your GP, social worker, community nurse, dentist, chiropodist and other health professionals.
- Nursing care where our contract with you includes nursing care. In other circumstances, we can arrange a visit for you from the local community nurse.
- TV Licence
- Free public Wi-Fi for residents and their guests.

Optional extras

The following may be available at an additional cost:

- Support with the purchase of clothing, newspapers/magazines, toiletries, hairdressing, medications, continence aids and dry cleaning.
- Transport (for example to and from hospital, GP appointment, dentist, optician etc) where the transport is not provided by the NHS)
- An escort to accompany you to any non-emergency appointments, such as hospital, optician, dentist and hairdressers, subject to availability and at a chargeable cost of £21 for each hour or part hour required
- Additional healthcare support, such as chiropody and occupational therapy services, where these are not provided by the NHS.
- Physiotherapy
- Complimentary Therapies
- Visitors' meals
- Hairdressing services or treatments such as manicures or pedicures
- Phones – there is the facility for telephones in resident bedrooms and we ask residents to provide the phone. Outgoing calls are charged to their residents savings account. Residents are able to use their own mobile phones in the Homes noting clause 1.8 and 1.9 of the contract with regards to insurance and valuables
- Residents may use their own streaming services such as Sky, Netflix, Amazon Prime by connecting into our public Wi-Fi but we cannot guarantee

the performance of our Wi-Fi services which are supplied by a third party.

- External trips we organise may involve additional costs such as tickets, entrance fees and meals.

Friends and family

Our homes are vibrant, fun and caring places and we look forward to welcoming you to our home for a short stay with us. During that time, we will look to help you continue to do the things that matter most, whilst you experience what an FMT home offers. We look forward to getting to know you and providing the support that you need.

We want to help you to continue to be an active member of your family and community throughout your stay. There are no restrictions on visiting, so your family and friends can come along as often as they wish including at mealtimes. Your family and friends can help you settle in by being with you at the time of your move and helping to arrange your belongings.

With your permission, we will encourage them to play a part in planning and reviewing for your care needs and helping us to gain an understanding of your likes and dislikes.

We recommend that you let us know the name of a person you trust. This could be a family member or someone else, who can either represent you and/or support you when discussing, in confidence, your care and requirements with us.

We often hold family meetings and events, which we will invite your family to attend. Many of our residents become good friends and you can be sure that if you want to talk to someone, there will always be a friendly face close by.

Let us know what clubs or groups you currently attend, and we will work out how you can maintain those activities. We also have arrangements in place for people to go out on visits to local places of interest. Participation on such visits will be optional and you may be responsible for some costs, which will be made clear to you in advance. For more information please discuss with a member of our care team.

Changing care needs

There should be no change to your fees unless in the unlikely event following admission that we identify your current care needs have changed since we carried out our initial assessment. Should this be the case our care team will discuss this with you, involving others as you wish. Our team will work with you to develop a plan that will accommodate those changes. Our charges will reflect the care that you receive.

Payment of fees

For each short stay, we require full payment in advance. Fees you have been provided include any annual pricing review and should not change during your stay with us unless your care needs increase.

If in the event you choose to stay with us on a permanent basis, you would need to enter into a separate permanent resident contract. Key point financial points of this contract are:

- Payment of an upfront deposit of **£2,000 deposit** plus payment of your first month's fees to the next Direct Debit date in advance. The deposit is refundable at the end of your stay with us, subject to reconciling any outstanding fees or other arrears.
- Payment via Direct Debit of ongoing fees.
- Fees increasing on an annual basis as a permanent resident, usually take place on 1 April to take into account rising costs in proportion to our cost base or to reflect a change in your care needs.

Powers of Attorney

We strongly recommend that you make arrangements for an Attorney to be appointed to ensure that you have someone who can make decisions on your behalf and manage your affairs in the future when you may not have the capacity to make them for yourself. A Lasting Power of Attorney for Finance and Property will permit your attorney to make decisions relating to your finances and property.

We would also recommend having a Lasting Power of Attorney for Health and Welfare which gives someone the power to make decisions about your health and welfare if you no longer have the capacity to do so.

If you have already appointed Attorney(s), it is important that you provide us with a copy of the document(s) registered with the Office of the Public Guardian for our records.

For further information about Powers of Attorney, please refer to our Paying for Care leaflet. Alternatively, our Home Manager can provide you with further information, upon request.

Independent Financial Advice

Should you wish to have Independent Financial Advice as part of entering into this financial commitment, you can use an accredited Society of Later Life Adviser (SOLLA) adviser who has had enhanced training above that of a standard financial adviser in financial matters relating to those in later life. SOLLA is a not-for-profit organisation. Your Local Authority may also have arrangements to provide you with financial decision-making support.

Our Home Manager can provide you with additional information on how to contact the relevant organisations.

The Fremantle Trust

**Version 1.1
September 2024**

Short Stay Resident's Contract

This agreement is made on the _____ of _____
between _____

(1) _____ of _____
("you" or "the Resident");
and

(2) The Fremantle Trust a company limited by guarantee number 02722437 and registered charity number 1014986 whose registered office is at Woodley House, 64-65 Rabans Close, Aylesbury, Buckinghamshire, United Kingdom, ("FMT" "the Charity" "we" or "us").

IMPORTANT

This agreement is made up of the following documents:

- this Contract;
- the following Standard Terms and Conditions;
- the record of changes to this agreement, set out in the following Schedule

We wish to draw your attention to the following specific terms in the following Standard Terms and Conditions:

- | | |
|---|---|
| 1.3 Facilities and services included in the fee | 2.2 Representative and Attorney |
| 1.4 Additional services you have to pay for | |
| 1.5 Variations of fees | 4.1 Cancelling your short term stay |
| 1.8 Insurance | 4.2 Circumstances in which residents may be asked to leave the Home |
| 1.9 Your valuables and money | 5.0 Feedback policy |

This short stay contract and the following Standard Terms and Conditions set out the conditions of your residence at The Fremantle Trust home set out below and your acceptance of those conditions; it sets out our obligations to you and your obligations to us and identifies the policies and procedures which will apply to your stay.

You can have up to four stays in any 12-month period without signing a new contract subject to confirmed capacity to sign a contract. You and the home manager will need to update, date and sign this document for each stay and payment for the stay must be made in advance in line with our payment terms.

A new contract will need to be signed the sooner of your fifth (5th) stay with us or after 12 months from the date of this signed contract to ensure you have our latest Standard Terms and Conditions.

We have agreed to offer you a room at the following Home:

Your date of birth

Your NHS number

Your National Insurance Number

Nationality

The room will have the following facilities

Bed, appropriate to assessed care needs, wardrobe, chest of drawers & bedside cabinet, armchair, carpet or laminate, blinds/ curtains, all linen, bedside lighting, TV aerial socket. *(home to complete details of any other facilities)*

Stay One

The weekly fee that you have agreed to pay is:

£

per week

The date from which you are entitled to occupy your room is:

and your occupation will end on:



The total cost for your stay to be paid in advance is: £

Stay One Signature: Date:

Print Name:

Stay Two

The weekly fee that you have agreed to pay is: £ per week

The date from which you are entitled to occupy your room is:

and your occupation will end on:

The total cost for your stay to be paid in advance is: £

Stay Two Signature: Date:

Print Name:

Stay Three

The weekly fee that you have agreed to pay is: £ per week

The date from which you are entitled to occupy your room is:

and your occupation will end on:

The total cost for your stay to be paid in advance is: £

Stay Three Signature: Date:

Print Name:



Stay Four

The weekly fee that you have agreed to pay is: £ _____ per week

The date from which you are entitled to occupy your room is:
and your occupation will end on:

The total cost for your stay to be paid in advance is: £ _____

Stay Four Signature: _____ Date: _____

Print name:

From time to time the Trust may offer promotional short stays at promotional rates as advertised on our website and subject to availability. Your following promotional offer is detailed as below:

Promotional Stay

The weekly fee that you have agreed to pay is: £ _____ per week

The date from which you are entitled to occupy your room is:
and your occupation will end on:

The Promotional week rate is:

Number of promotional weeks:

The total cost for your stay paid in advance is:

Promotional Stay Signature: _____ Date: _____

Print Name:

Enter Name, address and contact numbers below

You have appointed the following person as your representative for the purpose of speaking on your behalf should you be unable to do so:

Please note you will be sent an invoice for illustration only as we require advance payment of the full duration of your stay with us.



To pay for your short term stay you can do one of the following:

Bank Transfer

To pay by bank transfer the details are:

Bank Name -Barclays Bank PLC
Account Name – Fremantle Main Account
Sort Code 20-50-39
Account Number 83081745

Please quote your resident number as a reference. This can be obtained from the home manager.

Card Payments

To make a card payment please call our Business Support Centre on 01296 393 000 between 9.00am and 5.00pm Monday to Friday excluding bank holidays

Standard Contract
Example

Understanding of these Terms

YOU MUST TICK ONE OF THE BOXES BELOW

- I have been taken through the key terms of the Short Stay Resident's Contract by the Home Manager or an FMT authorised representative and understand what these mean for me.

OR

- I declined the offer to be taken through the updated key terms of the Short Stay Resident's Contract. I have been given the opportunity to read through the terms, understand that this agreement contains financial and other contractual obligations and that, by signing this agreement, I will be bound by these.

Your Signature

Resident

I confirm that I have read and understood this agreement including the following Standard Terms and Conditions which form part of this agreement.

Your Signature* _____

Date _____

Print name _____

If signing on behalf of the Resident please add your status:

(e.g. Deputy/Attorney) _____

Your signature should be witnessed by someone who is not an employee or related to the Charity.

Witness

I hereby confirm I have witnessed the signature of the above named individual. By witnessing this signature I am not adopting any financial responsibility under this agreement.

Witness signature _____

Witness name _____

Witness address _____

** Where a third-party signs under the authority of the Court of Protection (as Deputy) or an Enduring Power of Attorney or Lasting Power of Attorney (as Attorney) a copy of the document registered with the Office of the Public Guardian should be retained with this contract.*

The Fremantle Trust

Signed on behalf of The Fremantle Trust

Signature _____

Date _____

Print Name _____

Job Title _____

Standard Terms and Conditions

Introduction

Set out below are the terms and conditions upon which we will provide you with our services under our agreement with you.

1. Our obligations to you

1.1 Your care

We will offer care which reflects your needs and preferences and, in particular:

- we will work with you to carry out an assessment of your needs and preferences for care and treatment;
- we will design our care and services with a view to ensuring your wellbeing
- we will make reasonable adjustments, where required, to meet your individual needs
- we will ensure that we have suitable facilities to meet your needs and ensure your safety
- we will assess the risks to your health and safety of receiving care and do all that is reasonably practicable to mitigate such risks.

We will enable and support you to be involved in decisions about and the planning of your care. If you are unable to express your preferences due to lack of capacity, we will act in accordance with your best interests when making decisions on your behalf or with your representative where you have appointed one.

We will treat you with dignity and respect, ensure your privacy and allow you as much autonomy, independence and involvement in the home as you wish, subject to the health, safety and welfare of other residents, employees and visitors. We will encourage you to manage your own care as much as practicable.

We will seek your consent before giving any personal care to you and the care we provide will be appropriate and safe and will be provided by suitable employees.

We will have regard to your well-being when considering your need for food and drink.

We will involve you in decisions about the Home in so far as they relate to your care.

We will take appropriate steps to prevent you from being abused or subject to improper treatment and we will respond promptly to allegations of abuse.

We will deal with complaints in accordance with our Complaints Procedure (see clause [5] below).

After admission we will continue to assess whether the Home meets your needs.

We will regularly review your Care Plan in consultation with you and/or your representative/Deputy/Attorney(s) and record details of how you would like us to

provide our services, to ensure that it accurately reflects your care and lifestyle needs. Where appropriate we will try to meet any reasonable requests you make to change your Care Plan. We ask you to co-operate with the arrangements to provide care for you according to your Care Plan. You agree to tell us if you become aware of anything that means you cannot do this.

If, following a review of any aspect of your Care Plan, we agree with you that changes should be made, we will amend your Care Plan accordingly. If, as a consequence of such amendment, your weekly fee needs to be varied we will vary it in accordance with the terms of this agreement, see Clause 1.5 below.

1.2 Your room

We will provide you with a room which has the facilities specified in our agreement with you.

You can bring your personal possessions and after initial discussion with the home manager, it may be possible to bring your favourite item of furniture with you to put in your room but for operational reasons and/or in the interests of your health or safety, and that of our employees and other residents we will need to agree what you can bring in, before you move in.

If you wish to bring in any personal electronic equipment, you must ensure its safe, meets relevant BS EN standards and is in good condition. The homes Handyperson will carry out a quick visual check of your electronic equipment on your arrival. There must be no damaged cables, plugs or device casings, with no visible scorch marks or other damage. Chargers for electronic devices should be manufacturer recommended. If we consider any item of equipment is not safe, we will request that it is not used.

We reserve the right to move you to a different room if, in our reasonable opinion, it is necessary to do so as a result of a change in your care needs or for your, or others, health or safety. We also have the right to move you temporarily to another room to undertake repair, maintenance, decoration or refurbishment of the room of the Home). Except in an emergency, we will only move you after we have had prior discussions with you or your representative.

Subject to initial discussion with the home manager and fellow residents following our pets policy, it may be possible to bring domestic pets into the Home at the managers discretion. Our agreement may be withdrawn in the interests of your, or others, health and safety in which case you will need to make alternative arrangements for the pet. All pets must be removed from the home when you leave.

1.3 Facilities and services included in the fee

The following are provided for the fee we have agreed with you, at no extra cost:

- a choice of meals, snacks and non-alcoholic drinks (unless we agree other arrangements with you) including any special dietary requirements by arrangement with the Home Manager and Chef;
- use by you and your visitors of all of the communal facilities that we provide at the Home, including lounges, dining rooms, bathrooms (toilet facilities only for visitors) and gardens;

- the opportunity to participate in activities run by the Home and the use of recreational facilities. Some activities may require a financial contribution from you;
- your laundry (but not dry cleaning);
- lighting, heating and hot water for your room and for all communal areas in the Home;
- maintenance of all items of furniture, fixtures and fittings in the Home that are not your property, (please report any faults promptly so that we can carry out necessary repairs);
- keeping the inside of your room in good repair, well decorated and clean.

1.4 Additional services you have to pay for

During your stay, you may need to purchase additional goods and services. If we are able to provide such goods and services, we will tell you how much these goods and services will cost, and we expect that you will pay for these goods and services at the time you request them from your personal monies. We may also be able to arrange for other organisations to provide goods or services but these will be private arrangement between you and the organisation and you will need to agree the charges with them.

Additional services and facilities that may be available and the charges associated with them are in your Residents' Handbook or on request from the home manager which include:

- the purchase of items such as clothing, newspapers/magazines, toiletries, hairdressing, medications and continence aids;
- transport (for example to and from hospital, GP appointment, dentist, optician etc) where the transport is not provided by the NHS
- alcoholic beverages;
- additional healthcare support, such as dentistry, opticians, chiropody and occupational therapy services (where these are not provided without charge by the NHS);
- physiotherapy
- complimentary therapies
- dry cleaning
- hairdressing services or other treatments such as manicures or pedicures
- visitors' meals.
- Mobile phones – we do not provide telephones in resident bedrooms, but residents are able to use their own mobile phones in the Homes noting clause 1.8 and 1.9 with regards to insurance and valuables
- Where we organise social events and trips out these may involve you paying for tickets, entrance fees and meals/drinks but we will make that clear when making arrangements with you to join in such events.

Subject to us having an appropriate person available we can provide an escort for you to attend any non-emergency appointments, such as hospital, optician, dentist and hairdressers. This service will be invoiced at a cost of £21 for each hour or part hour which will increase annually in line with inflation.

We reserve the right to increase our charges for additional goods or services, or to introduce charges even where we do not currently charge for them.

We will always tell you in advance about any charges which are applicable before we provide any goods or services to you.

1.5 Variation of Fees

Your fees will only change if:

- a) Your care needs increase significantly and unexpectedly, meaning that we need to provide you with additional care or facilities at short notice, we will consult with you and advise any increase in your fees; or
- b) There has been a change in the law, guidance issued by local or central government or other body that we need to adhere to, regulatory guidance or applicable to care homes generally that increases our costs but which we were not aware of at the time either you took up residence or of the previous annual increase; or
- c) If, at your request, you move to a different room with different features for which different fees are payable. The Home Manager can provide you with details of our current room rates.

Where we give you notice to increase your fees you may:

- i. do nothing, in which case the fee increase will take effect on the date notified and payment is due; or
- ii. give us notice that you wish to leave.; or
- iii. if the increase is as a result of a care needs assessment which you disagree with, you can ask for an independent review of our assessment of your care needs. In this case, we will suspend the increase until the independent review of your needs is completed. Where our assessment of your care needs is supported we will backdate the fee increase in line with the original timescales in clause 1.5 (a) above. If you are unhappy with the outcome of the review, you can still give us notice that you wish to leave.

d) We review our fees every year to ensure they reflect the actual increase in our costs during the previous 12 months. Your home manager will advise you of the weekly fee payable and total cost of your stay. There should be no increase unless stated identified in the points above.

1.6 NHS Funded Nursing Care

The Trust sets a fee level for the provision of your care and accommodation including any registered nursing care provided by us which together is the overall fee. Where a Clinical Commissioning Group assesses that your needs require the input of a registered nurse they will pay the NHS-Funded Nursing Care (FNC) payment at the nationally agreed rate [direct] to the Trust, unless there is an agreement in place for this to be paid via a third party (for example a local authority)]. The balance of the fee will then be paid by you.

The FNC payment rate is set by the Department for Health and Social Care and amended on the 1st April each year. In the event that the FNC rate is published without sufficient time to allow us to incorporate this into your annual fee increase, your overall fee level will change by the same value as the change in FNC rate from the date the new rate comes into effect. The result will be that the amount of the fees you are liable for will remain the same and the Trust will receive FNC at the new rate.

Our Home Manager can provide you with additional information and support, on request.

1.7 NHS Continuing Health Care (CHC) funding

If on or following admission to the Home you are assessed as eligible for NHS 'Continuing Health Care' (CHC) funding the relevant NHS body will become responsible for your fees. If the amount of CHC funding proposed is or becomes, for whatever reason, less than your fee, it is not permissible for you to top up the CHC funding to the amount of your fee.

Where your fee is greater than the CHC rate that the NHS or Clinical Commissioning Group (CCG) are willing to pay, the CCG may propose a move to an alternative care home.

If there is evidence that a move is likely to have a detrimental effect on your health or wellbeing, then you should discuss this with the CCG. They will take your concerns into account when considering the most appropriate arrangements.

If the CCG decide to arrange an alternative placement, they should provide a reasonable choice of homes for you.

We will always try to ensure you can remain in our home however we reserve right to terminate this Agreement in accordance with Clause 4.1 if the CHC funding available does not meet our costs of providing your care.

For further information and support regarding CHC assessments, please speak to our Home Manager who will be able to assist you with this.

1.8 Insurance

You or your representative will need to arrange insurance cover for your personal belongings and valuables. We are not responsible for arranging, or advising, in relation to any such insurance.

We have insurance against claims for injury or death, arising from an accident that is our fault.

1.9 Your valuables and money

We recommend you consider carefully bringing items of high monetary or sentimental value into the Home.

A receipt will be given for all items stored in the Home's safe on a temporary basis and our employees will give you access to them whenever you need it. We cannot take responsibility for items not given to us for safe keeping and for which you have not had a written receipt.

Where you request safekeeping of special documents, jewellery or other valuable items, the Home's safe may be used temporarily until alternative arrangements can be made and this must be within 14 days from receipt.

If you do not want to, or cannot, manage your own financial affairs, you should arrange for someone to do this for you. Our employees are not allowed to manage your financial affairs, to sign documents or declarations on your behalf or act as a witness to any legal documents. In particular:

- We are not permitted to collect pensions on your behalf.
- We cannot be signatories to your bank or building society accounts.
- We are not permitted to take responsibility of your bank or credit cards to withdraw cash or make payments on your behalf.

You should ensure that all of your clothes have sewn in and clear labels with your name. We cannot be responsible for mislaid clothes that are lost as a result of inadequate labelling.

You should make clear if your representative or attorney is not the person who will be settling your estate in the event of your death so our Home Managers know who they are authorised to release your property to.

1.10 Visits to hospital

We will not necessarily accompany you in the event that you need to attend hospital in an emergency or for a scheduled out-patient appointment. Where we do accompany you, we may charge you for doing so in accordance with our published rate for doing so. We may not be able to provide an escort if it would prejudice the safety or care of other residents.

1.11 Privacy and confidentiality

Our employees will treat you with consideration and respect and will aim to ensure your dignity privacy and independence.

FMT will treat your personal information in line with our responsibilities under Data Protection Legislation, including the General Data Protection Regulations 2016 (GDPR) and the Data Protection Act 2018 (DPA). Personal information includes any information we, may hold or use relating to you now or any time in the future. It is important that you have read and understood our Privacy Policy.

This policy explains how we gather, process and maintain your personal information, who we may share it with, how long we need to retain it, how to request amendment if not factually correct and how to request a copy of your information.. A copy of this policy is available at any time from the Home Manager. By signing this agreement, you confirm we have your permission to use your personal information for all matters and purposes in connection with this agreement, applicable legislation and regulations and your care.

If you have concerns that your privacy or confidentiality is being affected by the behaviour of another resident, or a visitor, we will investigate your concerns and take action to remove persons where appropriate.

If we intend to film, record or photograph you in the context of producing promotional material, we will first obtain your permission.

2. Your obligations to us

2.1 Payment of charges

The payment for your short stay needs to be in advance.

2.2 Representative and Attorney

Prior to moving into the Home, we recommend that you appoint a person to represent you, if at any time during your stay you become unable, or would prefer not to represent yourself. Please notify us if your representative changes. Until we are notified otherwise, we will be entitled to discuss your affairs with your representative. Please be advised that whilst your representative can be involved in discussions regarding your care, we would not be able to disclose your records to them without your written consent and they cannot make decisions on your behalf.

Choosing a representative is not the same as appointing someone as your Attorney under a Lasting Power of Attorney, although you may decide that you want the same person to act as both your representative and Attorney.

We strongly recommend that all residents enter into a Lasting Power of Attorney in respect of both Property and Financial affairs and Health and Welfare decisions and provide evidence that this has been done and, where relevant, registered with the Office of the Public Guardian. If you have not already appointed an Attorney, we would ask that you consider doing so, within 3 months of the date of this agreement.

If you decide you would prefer not to have an LPA in place for your property, finances, health and welfare, please ensure the consent form is completed and kept up to date.

2.3 Access to your room

Your room is your private space where we want you to feel secure. In order to deliver the care agreed in the care plan, we will need access to your room, but we will seek your permission beforehand. We will carry out routine safety checks at night, however if you prefer not to be disturbed at night, please indicate so and we will note this in your care plan.

From time to time, our approved contractors may need to enter your room in order to service equipment or carry out repairs. In addition, the housekeeping team will need access daily to clean your room. Our handyperson will also need to access your room periodically either to carry out routine safety checks or necessary maintenance. We will always try to give you sufficient notice when such visits are due so that you are not inconvenienced.

Where your room has a lock and key, you can have a key. We do hold a master key so that we can enter your room in an emergency, but we ask you not to lock the door and not to leave the key in the lock from inside.

2.4 Policies and procedures

You agree to abide by the policies and procedures which apply to the Home from time to time to ensure the safe and efficient running of the Home. The Residents' Handbook includes information on the policies and where to find them. We will advise you about significant changes to the policies from time to time. If you breach any of the policies and they give rise to any material risk to you, our employees, other residents or visitors to the Home we reserve the right to ask you to leave the Home.

2.5 Co-operation, acceptable behaviour and damage to the Home

We expect that neither you nor your visitors will behave in a manner which is threatening, abusive or disruptive to our employees and other residents or their guests. Visitors include individuals paid to deliver services, such as a hairdresser or chiropodist. Inappropriate behaviour may include any form of abuse, racial or sexual discrimination or harassment. Where we reasonably believe that the health and safety, wellbeing, privacy and confidentiality of other residents or employees may be at risk from your behaviour, or that of your visitors, we reserve the right to ask you to leave the Home, without giving you the full period of notice.

We hold regular fire drills in the Home and you are required to co-operate with these.

You agree to abide by our smoking policy as detailed in the Residents' Handbook at all times.

We will repair any damage to your room or to the Home caused by you or your visitors; however, depending on the circumstances, we may require you to reimburse the cost.

2.6 Keeping us informed

You will keep us informed of the following:

- if your financial circumstances change;
- if you change your representative or the executor(s) of your Will
- if something happens which would give rise to a change in your condition;
- any social or cultural traditions that you wish to be observed;
- whether you are eligible for NHS funded services;
- if you wish to change the arrangements you have or any additional services or facilities;
- if you or anyone on your behalf bring into the Home or remove any item of high monetary or sentimental value.
- All other situations stated in this agreement.

3. Visitors

Visitors are welcome at the Home at all reasonable times and you are responsible for ensuring that your visitors abide by the following requirements:

- all visitors must sign the Visitors' Book on arrival and when leaving the building;
- visitors must adhere to our visitor charter, as set out in the Resident Handbook, when visiting our homes/sites and we reserve the right to refuse entry to any visitor who we reasonably believe may cause harm or offence to our employees or other residents or their guests.
- visitors must respect the privacy and confidentiality of other residents; this includes consideration when taking photographs and recording videos.
- where you invite visitors into your room, you are responsible for any personal data that they may access without your knowledge or consent.
- meals and beverages are available to visitors (subject to payment of our usual charges and reasonable advance notice).

4. Bringing the contract to an end

Your contract will end on the move out date.

4.1 Cancelling your short term stay

For any reason you wish to cancel your stay, we will reimburse you the following amounts from the payments received from you:

- if you cancel more than 14 days before the day your admission date was due to start, then we will reimburse you in full
- if you cancel more than 7 days but less than 14 days before the day of your admission was due to start, then we will reimburse 50% of the charge agreed with you for your stay
- if you cancel less than 7 days before the day your admission was due to start, or during your stay, then we will not refund you

You also have the right to cancel for any reason if this agreement was signed away from the home within the first 14 days.

- This clause also applies in the event of your death.
- If possessions have not been removed by your move out date, your room will be cleared of your possessions. Subject to reasonable written notice being given to you or your representatives where appropriate, you permit disposal or sale of possessions if they have not been collected within 28 days of such reasonable notice (or as otherwise agreed in writing). Where possessions are sold we will pass on the proceeds of any sale, less any reasonable costs for storing and selling the possessions, to you or your estate.

It is important that we have the contact details of your primary contact in the event of death.

4.2 If the Home becomes uninhabitable

Where the Home or your room has become uninhabitable and we cannot accommodate you in another room at the Home or, (when the situation is temporary) in another home of the Charity or another provider, this agreement will come to an end on the date upon which your room becomes uninhabitable. We will, in such circumstances, give you such assistance as we are able, to help you find alternative accommodation.

4.3 What happens in the event of your death?

Our agreement with you will come to an end on your death. Please see clause 4.1

4.4 What are the consequences of the contract ending for any reason?

When you leave the Home we will agree with you or your representative how long your possessions can stay in your room. We will continue to charge you for the room in line with clause 4.1.

5. Feedback and Complaints policy

We aim to provide high quality professional care at the appropriate level to meet your individual needs and ensure your welfare and safety. We welcome feedback on any of the services you receive from us whether it is positive or negative and use feedback to improve the quality of services and care we provide.

We treat all feedback seriously and use valuable information our comments, concerns, and complaints to put matters right, to apologise and to help us improve the services we provide. A copy of our Feedback Policy and Complaints Procedure is available on our website and can be obtained from the Home Manager

You or your representative can discuss your concerns at any time with the Home Manager who will log the matters you raise and provide details on how we will resolve them. If we are unable to resolve your concerns the Home Manager will advise you of the next steps. Alternatively, you may contact our Feedback and Complaints Officer at Email: complaints@fremantletrust.org or to:

The Feedback and Complaints Officer
The Fremantle Trust,
Woodley House
64 – 65 Rabans Close
Aylesbury
HP19 8RS

We will acknowledge the referral and the Feedback and Complaints Officer will arrange for a neutral person to investigate the matter. We aim to respond to you within 28 working days. Should you remain dissatisfied with the response, you may seek a further review by a senior member of staff.

If the event that we cannot resolve your complaint, where it related to your care you are entitled to refer complaints to:

The Local Government and Social Care Ombudsman at
LGSCO,
P.O. Box 4771,
Coventry CV4 0EH;
telephone 0300 061 0614; www.lgo.org.uk.

You can also contact our regulator, the Care Quality Commission. Whilst CQC cannot get involved in individual complaints about care providers, they welcome information about services from residents or their representatives and use this information to inform their inspections. CQC's details are:

CQC National Customer Service Centre,
Citygate,
Gallowgate, Newcastle upon Tyne NE1 4PA;
telephone 0300 061 6161; www.cqc.org.uk/give-feedback-on-care]

6. Other Issues

6.1 Gifts and Tips

Our employees are able to accept non-cash gifts up to the value of £50. Vouchers are considered to be non-cash gifts and are therefore acceptable. Please do not offer cash gifts or tips or leave property or money to our employees in your Will. If you want to leave a gift to FMT in your Will, please ask for details from the Home Manager about how to go about doing so.

7. Information

Please note the following important pieces of information.

We are responsible for the services within this contract, but we are not responsible if the room or our services cannot be provided for reasons beyond our reasonable control.

From time to time we may need to vary, withdraw or add to any of the services, but we will consult you about any changes we wish to make, and we will give you reasonable notice of any changes that we are going to make.

We cannot be responsible for your safety outside the Home and grounds, unless we have organised the journey and any supervision, except where we have been negligent or we have acted in breach of any duty we may owe you, either under the terms of this agreement, or by virtue of any other duty imposed or implied by law.

You will be occupying your room as a licensee only. You will not have the right to exclusive possession of any particular room or part of a room in the Home.

8. Your Right to Cancel this agreement in the first 14 days

THIS SECTION ONLY APPLIES WHERE THIS CONTRACT IS SIGNED AWAY FROM THE HOME.

8.1 Your right to Cancel

You have the right to cancel this agreement within 14 days without giving any reason.

The cancellation period will end after 14 days from signing this agreement.

To exercise the right to cancel, you must inform us (FMT) of your decision to cancel this agreement by a clear statement (e.g. a letter sent by post or e-mail). You may use our model cancellation form (available from the Home Manager and detailed below), but you do not have to.

Our contact details for informing us of your decision to cancel are set out in the covering letter accompanying this agreement.

If you have moved in and we are providing the services during the cancellation period, no refund will be due as we have reserved the room for your stay and are unlikely to fill the room at short notice. We will however refund any subsequent days where we fill the room with an alternative occupant.

8.2 Effect of Cancellation

If you have already moved into the Home, you will need to move out on the day that you cancel this agreement. If you do not, you will need to pay for every day that you or your belongings remain in the Home.

If you cancel this agreement we will reimburse to you all payments received from you, less the fees for services already received by you at the point of cancellation in line with clause 4.1.

We will make the repayment without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this agreement.

We will make the repayment using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested us to begin providing the services during the cancellation period, you will pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this agreement in comparison with the full coverage of this agreement or, the day that you move out of the Home (removing all personal belongings).

Standard Contract Example



Cancellation Form

To: **The Home Manager**

Address: _____

_____ *(if sending this notice by post, please send it to the address of the Home you are resident at. Alternatively, please hand this notice to the Home Manager, Bursar or Administrative Assistant at the Home)*

I hereby give notice that I cancel my agreement for the supply of care services

Made on _____ *(insert the date the agreement was made – you will find this on page 2 of this agreement)*

Name of Resident _____ *(print your name)*

Room Number _____

OR

Address: _____
_____ *(insert your home address, if you haven't already moved into the Home)*

Signature of Resident _____
(or Deputy/ Attorney)

Date _____