



# Muscliff Care Home

Our home is your home

**MUSCLIFF MEDICAL LIMITED**

*Part of Sears Healthcare Limited*

**MUSCLIFF NURSING HOME**

## **CONDITIONS OF ADMISSION AND TERMS OF BUSINESS**

Resident Name	
Date of Admission	
Date of Discharge	

## **INTRODUCTION**

This document sets out our standard terms and conditions on which we offer care home services to the resident. It is important that you read these terms and conditions and understand them before entering into this agreement. We have prepared these terms and conditions in plain English and avoid using jargon wherever possible. If you are not sure about a particular clause or would like further clarification, please speak to the Chief Finance Officer.

### **1. OUR AGREEMENT WITH YOU**

- 1.1. These are the Terms on which we will supply the Services at the Home to the Resident.
- 1.2. This agreement is made between you and us and will commence on the date when it has been signed by you and us.
- 1.3. Please ensure that you read the Terms carefully and check that the details are complete and accurate before you sign them. If you think that there is a mistake, please contact us to discuss this further.

### **2. TRIAL PERIOD**

- 2.1. The Trial Period will start on the Date of Admission and will last for 4 weeks. The Trial Period is regarded as an opportunity for the Resident and us to assess the Resident's long term compatibility at the Home.
- 2.2. At any time during the Trial Period, either party can terminate this agreement by giving to the other 1 week's notice.
- 2.3. If you have made any payments in advance for Services that have not been provided before or on the date of termination (whether that occurs during the Trial Period or otherwise) we will refund these amounts to you. If you or the

Resident has received the benefit of some but not all of the Services paid for in advance at the date of termination, we will deduct a fair and reasonable amount from your advance payment which reflects the cost of the Services provided and the balance will be refunded to you.

### 3. FEES

3.1. The Basic Fees at the rate of £..... per calendar month or such increased sums as shall be fixed from time to time shall be paid by you to us subject to clause 5.3 of this agreement.

3.2. You shall pay the Basic Fees monthly in advance by standing order OR cheque starting from the Date of Admission subject to clause 4.2 below.

3.3. Any contribution to the Basic Fees which we shall receive from any other person shall be credited to you.

3.4. The Basic Fees include:

3.4.1. accommodation in the Room;

3.4.2. full board (comprising 3 meals per day);

3.4.3. laundering of clothes;

3.4.4. personal care; and nursing care in accordance with the Pre-admission assessment and Care Plan in Appendix 1 to this Agreement.

### 4. ADDITIONAL FEES OR SERVICES

4.1. The following items or services are not included in the Basic Fees and, if requested, will be charged to and paid by you through Additional Fees. The Additional Services shall include the provision of:

4.1.1. medical attention and other services that are not provided free of charge by the NHS (e.g. hospital appointments) including medication excluding prescription medication provided free of charge by the NHS;

4.1.2. an employee of the Home to accompany the Resident to appointments (which shall be charged at the rate of £15.00 per hour);

4.1.3. activities organised by us and associated costs e.g. raffle tickets, theatre tickets, and fees relating to day trips i.e. lunch or dinner out.

4.1.4.

- hair dressing;
- clothing;
- specialist nursing/medical operations;
- specialist equipment/mattresses;
- chiropody;
- physiotherapy;
- manicure(s);
- newspapers and magazines;
- dry cleaning services; and/or
- toiletries, luxury items and/or items of a personal nature.

4.1.5 Any other items not included in the Basic Fees which you request and we agree to provide

4.2. Where you or the Resident specifically requests any of the above Additional Services you shall be responsible for payment of the Additional Fees (which include all costs and charges incurred in purchasing those Additional Services). See consent form in Schedule 2.

4.3. Additional Fees must be paid within 30 days of our request for payment or at the next monthly payment date for Basic Fees following the date on which the Additional Fees were incurred whichever shall be the earlier.

## 5. REVIEW OF FEES

5.1. We shall be entitled to review the Fees annually on 1 April each year or at any other time if clause 5.3 applies. We shall be entitled to increase the Fees on 1 April each year in the following circumstances:

5.1.1. to reflect an increase in the Retail Prices Index (or any official index replacing it) since the Date of Admission or from the date of the previous annual fee review;

5.1.2. to reflect a change in relevant laws, codes of practice, registration and regulatory requirements; and

5.1.3. if, following a review of the Resident's care needs (and/or Care Plan), we reasonably believe that the Resident's care needs have changed from the Date of Admission or from the date of the previous annual fee review.

5.2. We shall give you at least 4 weeks' notice of any increase in the Fees.

5.3. You may terminate the agreement by providing us with 4 weeks' notice if the increased fees are unacceptable. Up to the date of termination, you will pay the Fees you paid prior to the review date. The provisions of clause 2.3 shall apply to Services paid for in advance.

5.4. If clause 5.3 applies to any increase, the increase shall be payable from the date when the provision of increased services shall commence but you shall still be entitled to terminate the agreement by notice with immediate effect.

## 6. SERVICES

6.1. We will provide the Services with reasonable care and skill and as described in these Terms.

## 7. PERSONAL PROPERTY

7.1. Monies can be held by the Home on behalf of the Resident together with a detailed record of any transactions, however we would strongly discourage this.

7.2. The Resident is provided with lockable storage facilities in their Room. You should consider whether it is appropriate to bring Valuables into the Home.

7.3. An inventory of the Resident's Property must be completed at the Date of Admission (either by you or the Resident) setting out all items (including

Valuables) owned or under the control of the Resident. The inventory must be kept up to date by the Resident throughout the duration of their time in the Home. We will provide reasonable assistance to the Resident in maintaining this inventory if such assistance is requested.

7.4. The Resident shall take all reasonable and necessary security precautions/measures to protect such Valuables and other personal items from theft, damage, loss or destruction (for example, by ensuring the Resident stores Valuables and other items in accordance with the security instructions provided).

7.5. The Resident is permitted to bring personal items of furniture, pictures or other items to the Home (with prior approval from the matron which will not be unreasonably withheld), provided we have carried out a reasonable inspection of the condition of such items including whether any defects are apparent that are liable to render the item unsafe for our staff or other residents. We shall not pay any transportation or delivery costs for such items, Valuables or other personal effects to be delivered to the Home and/or Room. These costs must be met by you.

7.6. We do not permit the Resident to use any personal electrical items (being items which are not our property) until such items have been inspected by an appointed member of staff at the Home. Such appliances shall be required to undergo a safety examination by a qualified electrician which shall be paid for by us.

7.7. We agree to provide a laundry service for the Resident's personal belongings (at the Home) which are machine washable (but not including professional dry cleaning or hand washing of any item unless paid for as an Additional Service). Clothing should be clearly marked with the Resident's name. We shall not be held liable for losses or damage to items of clothing damaged in the normal process of laundering unless we have been negligent in providing the laundry service.

## 8. INSURANCE

8.1. Our insurance policy covers the Resident's personal effects up to a maximum of £1,000 per Resident in the case of fire, flood, accidental damage, or proven theft or burglary.

8.2. If the Resident's personal effects are valued above this limit or if cover is required for other risks any extra premium will be met by you or you must arrange adequate insurance. We will not compensate you if our insurance policy does not cover such loss.

8.3. You/the Resident agree to be responsible for insuring to the full replacement value all personal furniture, Valuables and other personal effects of the Resident. We shall not be responsible in any way for cash, credit cards, cheques, certificates, bonds, deeds, documents, jewellery or personal effects of the Resident unless we have been negligent or fraudulent or have breached this agreement in respect of the Resident's belongings.

## 9. OPERATIONAL POLICIES

9.1. You and the Resident shall comply at all times with operational policies of the Home. Details of these policies have been supplied to you on admission as you acknowledge. Any changes will be notified to you in writing and shall take immediate effect.

9.2. We are under a duty to ensure the safe administration of medicines. An appropriately qualified staff member at the Home will manage and dispense all the Resident's prescribed medications and other medications obtained without prescription.

## 10. MOBILITY OF RESIDENT

10.1. The Resident is free to journey out alone at any time. We cannot accept responsibility for a Resident's safety away from the Home if the Resident leaves the Home and is not accompanied by a member of staff of the Home, unless we have been negligent or have breached any duty owed to the

Resident (either arising under this agreement or by virtue of any other duty imposed or implied by law).

## 11. ABSENCES

11.1. If the Resident is temporarily and unexpectedly absent for a period of 2 weeks or less, the Fees will remain due in full but the Resident shall have the right to retain the Room and the Room will not be let to temporary residents during such period.

11.2. If the Resident's absence is longer than 2 weeks, the Basic Fees will be subject to a reduction of 10% per week for the period of absence beyond 2 weeks, but any unpaid or outstanding Additional Fees remain due and the Resident shall have the right to retain the Room and the Room will not be let to temporary residents for a period of 12 weeks from the date of absence. If the Resident is absent for a period longer than 4 weeks, we will use reasonable endeavours to discuss this with you, the Resident's Representative or next of kin prior to exercising our rights to terminate the agreement unless clause 11.3 shall apply.

11.3. If the Resident shall we absent for more than 12 weeks this agreement shall be terminated with immediate effect. We shall both be obliged to pay and perform all outstanding and/ or continuing obligations to each other.

## 12. VISITORS

12.1. Family and friends may visit the Resident at the Home at reasonable times unless visiting is restricted by law or practice outside of our control.

12.2. All visitors are required to sign in and out of the Home when visiting to enable us to comply with our regulatory requirements.

12.3. If required, alternative visiting arrangements can be made with the consent of the matron and/or the manager of the Home.

### 13. ACTIVITIES

13.1. We shall not be liable for any losses suffered by the Resident during outings or similar activities conducted outside the Home unless we have been negligent or have breached any duty we may owe to the Resident (either arising under these Terms or by virtue of any other duty imposed or implied by law).

### 14. RESIDENCE AT THE HOME

14.1. No tenancy of any kind is intended to be created in respect of the Room and the control of the Room occupied by the Resident shall remain with us. The Resident will be permitted access to the common areas of the Home during their time at the Home. Access to such common areas will only be refused where it is in the best interests of the Resident, our staff or other residents (for example, where a common area is being cleaned, maintained or refurbished.)

14.2. We shall consult with you and provide you with 4 weeks' notice of any proposed changes to the Room and the reason for such change.

14.3. If you object to such changes you may terminate the agreement by providing 4 weeks' notice. The provisions of clause 2.3 shall apply to Services paid for in advance.

14.4. We may access the Room from time to time to carry out routine maintenance and care services and without notice in the event of an emergency (for example, if we reasonably believe such access is required for the Resident's safety.) We will comply with our privacy policy which is available on request.

14.5. We may charge you for any damage caused by the Resident to the Room (including but not limited to damage to the décor, fixtures or fittings). This does not include fair wear and tear.

## 15. DEATH

- 15.1. In the event of the Resident's death the agreement will be terminated at the end of the third day after death and the Basic Fee shall remain payable by you in that period.
- 15.2. We would expect the Room to be cleared within 3 days from the date of the Resident's death. However, if you are unable to do so, please inform the matron and/or manager at the Home and arrangements can be made for us to clear the Room
- 15.3. You must comply with the provisions of clauses 16 below for removal of the Resident's Property.

## 16. REMOVAL OF RESIDENT'S PROPERTY

- 16.1. If the Resident's Property remains in the Room after expiry of the 3 day period in clauses 15.1 or 15.2 above (as applicable), we may give notice to the Resident or, in the event of their death, to you or the Resident's Representative or a close family relative requesting the Resident's Property to be collected (the "Notice").
- 16.2. The Notice shall be given in writing to the Resident (or to you, the Resident's Representative or a close family relative) and may be given either in person or by post.
- 16.3. The Notice shall give the name and address of the Home, details of the Resident's Property and the address where the Resident's Property is held, stating that the Resident's Property must be collected and specifying any charges due to us up to the date of the Notice.
- 16.4. The Notice will be deemed to be received by the addressee either 2 days after posting or immediately if delivered in person.
- 16.5. Upon service of the Notice (unless otherwise agreed), we shall be entitled to arrange for the Resident's Property to be stored either at the Home or elsewhere at a secure location if there is insufficient space in the Home. We

shall be entitled to make a reasonable charge for storage from the date of the Notice, including third party costs if the Resident's Property has to be stored elsewhere.

16.6. After a period of 30 days from the date of the Notice, if the Resident's Property has not been removed from the Home or other secure location, we shall be entitled to either: dispose, re-use or sell the Resident's Property. If the Resident's Property is to be sold, we shall adopt the best method of sale reasonably available. We shall deduct our reasonable costs, including third party costs and any outstanding Fees and charges from the proceeds. Any surplus received by us from the sale of the Resident's Property shall be paid to the addressee of the Notice (or such other person as directed) once we are in receipt of cleared funds.

16.7. If we take reasonable steps to trace the Resident (or in the event of their death you, the Resident's Representative or a close family relative) and have failed to trace or communicate with such persons we shall be entitled to treat the Resident's Property in accordance with clause 16.6 above as if 30 days had elapsed since the date of the Notice.

16.8. This clause 16 does not apply to the Resident's Property that has clearly been abandoned; we reserve the right to dispose of such property straight away.

## 17. INTEREST

17.1. We reserve the right, where the Fees or any other sums are not paid on the due date for payment under this agreement to charge interest at 2% per year above the base rate of the Bank of England as prevailing at the time.

## 18. YOUR RIGHTS TO END THE AGREEMENT

18.1. You may terminate the agreement at any time by providing us with 4 weeks' notice.

18.2. You may terminate the agreement immediately by providing us with written notice if:

18.2.1. we commit a serious breach of this agreement and we do not correct the situation within 30 days of you asking us to (provided that the breach is capable of being corrected);

18.2.2. the Home closes; or

18.2.3. our registration as a service provider with the Care Quality Commission is cancelled.

18.3. Notice of termination shall be given to us by post addressed to the Home Manager, Muscliff Nursing Home, 5 Tolpuddle Gardens, Bournemouth, BH9 3RE and we will confirm such cancellation in writing to you. The provisions of clause 2.3 shall apply to Services paid for in advance.

18.4. If you terminate the agreement otherwise than in accordance with these provisions, we may be entitled to claim damages in accordance with the law (including any direct losses suffered by us due to your wrongful termination).

## 19. OUR RIGHTS TO END THE AGREEMENT

19.1. We may terminate this agreement if, following a review of the Resident's care needs/Care Plan the Resident's needs have changed and we do not (in our reasonable opinion) have the resources or expertise to continue to adequately meet the Resident's care needs. We will discuss the outcome of the review meeting with the Resident, you and any next of kin (if different) with a view to finding alternative accommodation for the Resident. Where we exercise our rights under this clause save as provided in clause 17, we will provide you with at least 4 weeks' notice of termination of the agreement. The provisions of clause 2.3 shall apply to Services paid for in advance.

19.2. We may terminate this agreement by less than 4 weeks' notice (including with immediate effect) if the Resident's condition changes so that their continued residence at the Home is no longer safe for them, other residents or our staff.

19.3. If we end the agreement in any circumstances set out below it will not affect our right to receive any money, we are owed under the Terms from you. We can terminate the agreement immediately in the following circumstances, if:

- 19.3.1. you do not pay us when you are supposed to, and we have given you reasonable prior warning that your payment(s) are overdue. This does not affect our right to charge you interest under clause 17;
- 19.3.2. you commit a serious breach of this agreement and you do not correct the situation within 30 days of being asked by us to do so (provided that the breach is capable of being corrected);
- 19.3.3. after termination of the agreement you shall remain obliged to meet the terms of this agreement until the termination has taken effect or you have departed the Home whichever is the later.

## 20. OUR LIABILITY TO YOU

20.1. If we fail to comply with the Terms, we are responsible for the losses or damages you suffer that are reasonably foreseeable as a result of our breach of the agreement, or our negligence, but we are not responsible for any losses that are not reasonably foreseeable.

20.2. We do not exclude or limit liability for:

- 20.2.1. death or personal injury caused by our negligence, the negligence of our employees, agents or subcontractors or due to a breach of statutory duty;  
or
- 20.2.2. fraud or fraudulent misrepresentation.

## 21. EVENTS OUTSIDE OUR CONTROL

21.1. We will not be liable or responsible for any failure to perform our obligations under the agreement if such failure is caused by an event outside our control unless we have been negligent or have breached any duty owed to you (either arising under this agreement or by virtue of any other duty imposed or implied by law).

21.2. An event outside our control means any act or event including; strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or

threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

21.3. If an event outside our control takes place that affects our ability to perform the agreement:

21.3.1. we will contact you as soon as reasonably possible to notify you when;

21.3.2. our obligations under the agreement will be suspended; and

21.3.3. you will not be obliged to pay the Fees during the period of suspension.

21.4. Where the event outside our control affects our performance to you, we will restart performance as soon as reasonably possible after the event outside our control is over.

21.5. Either party may terminate the agreement with immediate effect, by providing written notice to the other party, if an event outside our control continues for longer than 4 weeks.

## 22. HOW WE MAY USE THE RESIDENT'S PERSONAL INFORMATION

22.1. You and the Resident consent to the storage and processing of your and the Resident's personal data by us. We will use the personal information provided to us to:

22.1.1. provide the Services;

22.1.2. communicate with the Resident's General Practitioner or other medical professionals;

22.1.3. process your payment for such Services; and

22.1.4. inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

22.2. You agree that we may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

22.3. We will not give your personal data to any other third party.

## 23. OTHER IMPORTANT TERMS

23.1. We may transfer our rights and obligations under this agreement to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under the agreement. If you object to such a transfer, you can terminate the agreement by providing us with 4 weeks' notice. The provisions of clause 2.3 shall apply to Services paid for in advance.

23.2. With the exception of the Resident, the Resident's rights under this agreement cannot be enforced by any third party and all third-party rights are expressly excluded.

23.3. Each of the clauses of this agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

23.4. If we fail to insist that you perform any of your obligations under the agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

23.5. The agreement is governed by English law. You and us agree to submit to the non-exclusive jurisdiction of the English courts.

23.6. We may change or add to the Terms for legal or regulatory reasons but we will give you 4 weeks' notice of any such changes and if the changes are unacceptable, you may terminate the agreement by providing us with 4 weeks' notice. The provisions of clause 2.3 shall apply to Services paid for in advance.

## 24. DEFINITIONS

24.1. When the following words are used in this agreement, this is what they mean:

24.2. “*Additional Fees*” means the fees charged for Additional Services;

24.3. “*Additional Services*” means those additional services and items provided by us (set out at clause 4);

24.4. “*Basic Fees*” means the total fee payable set out in Clause 3;

24.5. “*Care Plan*” means the services to be provided to the Resident as may be amended and are set out in Appendix 1 to this Agreement;

24.6. “*Care Quality Commission*” (CQC) means the independent regulator of health and adult social care in England or any successor organisation;

24.7. “***Date of Admission***” means the date when the Resident is to be admitted to the Home;

24.8. “***Fees***” means the amount payable to us as set out in this Agreement including the amounts identified as Basic Fees and Additional Fees;

24.9. “***Home***” means Muscliff Nursing Home, 5 Tolpuddle Gardens, Bournemouth, BH9 3RE;

24.10. “*Resident*” means [name of resident.....] ;

24.11. “*Resident’s Property*” means the personal effects and property belonging to the Resident located in the Home;

24.12. “*Resident’s Representative*” means the person or entity notified to us from time to time in writing acting on behalf of the Resident;

24.13. “*Room*” means the room to be occupied by the Resident at the Home as described as being initially Room No. .... at the Home;

24.14. “***Services***” means the care services to be provided to the Resident set out in the Care Plan;

24.15. “**Terms**” means the terms and conditions set out in this document;

24.16. “*Trial Period*” means the period of 4 weeks from the date of Admission;

24.17. “*Valuables*” means the Resident’s valuable personal items (including excessive sums of cash and jewellery);

24.18. “*You*” means the person entering into this agreement; and

24.19. “**We/Our/Us**” means J Sai Country Home Limited whose registered office is at c/o Sears Healthcare Ltd, 2<sup>nd</sup> Floor, Georgian House, 67-71 London Road, Newbury, RG14 1JN.

24.20. A reference in these Terms to the Resident includes the Resident’s legal representatives in the event of the Resident’s death or incapacity.

<b><i>This part is to be completed by the resident if he/she is responsible for payment of the home’s fees if not, please go to the next page</i></b>	
Signed	
Date	
Full Name	
Address	
Home Manager Signature	
Date	

## SCHEDULE 1

Resident's Name:	
------------------	--

This part is to be completed if someone other than the Resident is to be responsible for payment of our fees.

In consideration of J Sai Country Home Limited ("J Sai") agreeing to admit the above-named Resident on the Terms contained above, I/we agree as follows:

- i. To be responsible for the payment of the Basic Fees.
- ii. To be responsible for direct losses or costs incurred by J Sai due to any breach by the Resident of the operational regulations of the Home, unless such losses are due to J Sai's negligence or breach of duty or contract.

Signature	
Print Name	
Witness Signature	
Name	
Address	
Date	
Occupation	
Home Manager Signature	
Date	

## Schedule 2 – Additional Fees Consent Form

Please indicate below the services you/the person you are acting for wishes to have arranged.

The following items are not included in the fees and will be an additional expense, but may be arranged for the resident

Medical attention and other services that are not provided free under the National Health Service. Dental costs as per NHS or private sight test, glasses. Please advise if you are entitled to help with health costs for NHS dental or optical.

Accompanying residents for appointments/emergency admission to hospital (£15.00 per hour and taxi/transport cost for carer to return to Muscliff Nursing Home)

Ad-hoc charges to participate in activities organized by the home e.g. raffle ticket, theatre tickets, and fees relating to day trips i.e. lunch or dinner out.

Please tick how often you require each service

SERVICE	COST*	FREQUENCY
Hair dressing	£8 to £45 depending on service	Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (please specify):
Chiropody	£20 to £25 depending on service	Monthly <input type="checkbox"/> 6 Weekly <input type="checkbox"/> Other:
Newspapers and Magazines	Actual Cost to the home	Daily <input type="checkbox"/> Weekly <input type="checkbox"/>
Toiletries and shopping	As per residents request	Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Other:
Clothing and shoes	As per residents request	As and when Yes <input type="checkbox"/> No <input type="checkbox"/>
Personalized labeling	£19.99 for 50 buttons	Once Yes <input type="checkbox"/> No <input type="checkbox"/>
Escort for Appointment	£15 per hour plus transport charges	As and when Yes <input type="checkbox"/> No <input type="checkbox"/>
Consessionary TV Licence (for own TV)	£7.50 per annum	Yes <input type="checkbox"/> No <input type="checkbox"/>
Telephone	By arrangement with service provider	Yes <input type="checkbox"/> No <input type="checkbox"/>

\* Costs as of March 2021 [Costs are not fixed and are subject to changes]

# APPENDIX 1