

## **PERMANENT RESIDENT'S CONTRACT**

Version 6.2  
November 2022

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### **Welcome**

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

### **About us**

Your home is run by The Orders of St John Care Trust (OSJCT). We are a charity – working solely to care for older people.

Our compassionate, individualised care, open to all, is underpinned by the Christian values of our sponsoring Orders. These values run through everything we do – from our recruitment practices to our community outreach work, and ultimately to the care we provide to each and every person.

We are sponsored by The Sovereign and Hospitaller Order of Malta and The Venerable Order of St John of Jerusalem. Together bringing a history of over 900 years providing care, relief and support. These two Orders now nominate volunteer Trustees to oversee our work and embed quality care.

Today OSJCT supports around 3,000 older people in care homes and extra care housing schemes across Gloucestershire, Lincolnshire, Oxfordshire, Wiltshire, Suffolk and West Sussex offering high quality, professional and personalised care and support.

### **Before you move in**

There are some key things to consider when planning for your move, including who will help pack up your belongings and transport them to your new home.

Have a think about how you want to personalise your room, what furnishings and home comforts you would like to bring, so that it feels more like home.

Talk to our team about our life history project – your life experiences and achievements shape your personality, so knowing about them gives us a valuable understanding about you.

Your room is supplied fully furnished, or if you prefer, you are welcome to bring your own furniture. For safety reasons, we do limit the amount you bring in, and everything brought into the Home must be fire retardant.

### **On moving 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 monthly 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, chiroprapist 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.
- Access to tablets for virtual appointments and, upon request to the Home Manager, access to Microsoft teams calls to family and friends.

### **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

- Alcoholic beverages
- Additional healthcare support, such as chiropody and occupational therapy services, where these are not provided by the NHS.
- Physiotherapy
- Complimentary Therapies
- Dry cleaning
- Visitors' meals
- Hairdressing services or treatments such as manicures or pedicures
- 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 1.10 and 1.11 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**

We want to help you to continue to be an active member of your family and community from the beginning of your move and 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.

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**

Our care team will regularly review your care needs and discuss them with you, involving others as you wish. As part of this we will share your care plan with you. Should the care you require change, our team will work with you to develop a plan that will accommodate those changes. Our fees will reflect the care that you receive

If your circumstances should change and you become eligible for financial support from your Local Authority you must alert us immediately. We can help you to request an assessment from the Local Authority and will do everything we can to ensure your continued stay in the home, however we cannot always guarantee this.

### **Methods of payment and fee increases**

For permanent stays our method of receiving payment is by monthly Direct Debit. This is also easy for you as, once set up, you do not need to do anything further. We will notify you of your payments before they are collected and advise you of any changes in advance. Of course, you are also protected by the Direct Debit guarantee from your bank. As a charity we increase fees on an annual basis on 1 April to take into account rising costs in proportion to our cost base as detailed in clause 1.7 of the contract. We may also increase costs if you choose to move to a room with greater features or if you care needs change as detailed in clause 1.6 (a) of the contract to ensure your needs continue to be met.

When you move in, we ask for a **£2,000 deposit** plus advance payment of your first month's fees to the next Direct Debit date. The deposit is refundable at the end of your stay with us, subject to reconciling any outstanding fees or other arrears.

### **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**

We strongly recommend that you consult with an Independent Financial Adviser as part of entering into the significant financial commitment involved in moving into a care home. We recommend that you 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.

For further information about this, please refer to our Paying for Care leaflet. Alternatively, our Home Manager can provide you with additional information on how to contact the relevant organisations.

**The Orders of St John Care Trust**

**Version 6.2. November 2022**

**Permanent Resident's Contract**

This agreement is made on the \_\_\_\_\_ of \_\_\_\_\_  
between \_\_\_\_\_

(1) \_\_\_\_\_ of \_\_\_\_\_  
("you" or "the Resident");  
and \_\_\_\_\_

The Orders of St John Care Trust a company limited by guarantee number 3073089 and registered charity number 1048355 whose registered office is at Eyre Court, Whisby Way, Lincoln, LN6 3LQ, United Kingdom, ("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 | 2.4 Local Authority Funding   |
| 1.4 Additional services you have to pay for     | 2.5 Representative and Attorney                                     |
| 1.6 Variations of fees                          | 2.6 Your finances   |
| 1.7 Annual fee increase                         | 4.2 Non-payment   |
| 1.10 Insurance                                  | 4.4 Interest on late payment  |
| 1.11 Your valuables and money                   | 5.1 If you wish to leave the Home                                   |
| 2.1 Deposit                                     | 5.3 Circumstances in which residents may be asked to leave the Home |
| 2.2 Payment of charges                          | 6.0 Feedback policy   |
| 2.3 Temporary absences                          |   |

This agreement and the following Standard Terms and Conditions set out the conditions of your residence at The Orders of St John Care 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.

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, blinds/curtains, all linen, bedside lighting, TV aerial socket. *(home to complete details of any other facilities)*

The date from which you are entitled to move your belongings in and to occupy the room and therefore the date from which you will be paying the agreed monthly fee is:

We have agreed to review your occupation within 4 weeks of the date you take up occupation so that we can both confirm that the arrangements are suitable for you and that we can meet your needs. If it proves not to be possible for us to accommodate your needs during this initial period, we may give you notice which will require you to vacate the room by (see Clause 5 of the Standard Terms and Conditions)

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

**Your Fee:**

The weekly fee which you have agreed to pay us by Direct Debit: £ \_\_\_\_\_ per week

**The monthly fee may be increased in accordance with clauses 1.6 and 1.7 of the Standard Terms and Conditions**

(You will pay the fees on a fixed monthly rate. This is calculated by reference to the weekly rate divided by 7 to calculate the day rate, multiplied by 365 to calculate the annual rate, then divided by 12 to give the monthly rate)

(When fees are due for any part of a month, the fees will be pro rata by dividing the monthly fee by the number of calendar days in the month then multiplied by the number of days of residence for that month)

You will pay a deposit of: £ 2,000

Your first month's payment in advance including the deposit is: £ \_\_\_\_\_ (pro rata monthly fee plus deposit)  
In the following months the fee payable will be £ \_\_\_\_\_



*The below table is for internal use only*

<b>Resident Admission Analysis</b>	<b>Resident Care Category</b>	<b>Selected Category</b>
<b>Residential - (Permanent)</b>		
Residential Self Funded	Band 1	
Residential Self Funded	Band 2	
Residential Self Funded	Band 3	
<b>Residential Dementia - (Permanent)</b>		
Residential Dementia Self Fund	Band 1	
Residential Dementia Self Fund	Band 2	
Residential Dementia Self Fund	Band 3	
<b>Nursing - (Permanent)</b>		
Nursing Self Funded	Band 1	
<b>Nursing Dementia - (Permanent)</b>		
Nursing Dementia Self Funded	Band 1	

## Understanding of these Terms

### YOU MUST TICK ONE OF THE BOXES BELOW

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

### OR

- I declined the offer to be taken through the updated key terms of the Permanent 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.

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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 Orders of St John Care Trust**

Signed on behalf of The Orders of St John Care Trust

Signature \_\_\_\_\_

Date \_

Print Name \_\_\_\_\_



# 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:

Service user number

The Orders of St John Care Trust  
Eyre Court  
Whisby Way  
Lincoln  
LN6 3LQ

4	3	9	2	8	7
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FOR The Orders of St John Care Trust  
OFFICIAL USE ONLY This is not part of  
the instruction to your bank or building  
society.

Name(s) of account holder(s)


Bank/building society account number

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Branch sort code    Instruction to your bank or building society

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Please pay The Orders of St John Care Trust 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 The Orders of St John Care Trust and, if so, details will be passed electronically to my bank/building society.

Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Signature(s)
Date

Reference

O	S	J	C	T	-	R	E	C	E	I	P	T	S				
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Banks and building societies may not accept Direct Debit Instructions for some types of account

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, The Orders of St John Care Trust will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request The Orders of St John Care Trust 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 The Orders of St John Care Trust 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 The Orders of St John Care Trust 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



## 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 [6] 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 and therefore your monthly charge needs to be varied we will vary it in accordance with the terms of this agreement, see Clause 1.6 (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 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.

The Home Manager will arrange for all personal electrical equipment you bring into the Home to be examined and tested to make sure it is safe for use (this is called portable appliance testing or 'PAT'). If we consider any item of equipment is not safe, we may request that it is not used until it has been tested or removed from your room. The testing of equipment is included in your fee.

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 our initial and on-going agreement you may bring domestic pets into the Home. 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 will be required to be kept up to date with their vaccinations at your own cost. On termination of this Agreement unless otherwise previously agreed with the home in writing your pet must be removed from the home within 7 working days by or on behalf of you or your estate.

### **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 1.10 and 1.11 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 but will only do so having given you at least 28 days' notice in advance of the change.

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

Should you require a statement of account for your personal monies held by the Trust it can be requested from the home manager at any point in time.

### **1.5 Notice of changes and variations**

We will notify you of any changes being made to the Home, your room or the services being supplied to you.

Where such changes are significant wherever possible we will notify you or your representative 28 days in advance of the changes being made and where appropriate will take any views you or your representative express, into account when making such changes.

### **1.6 Variation of Fees**

We will provide you with at least 28 days' notice in writing of any increase in your fees and this will include the amount of the increase. The increase will take effect on the date notified unless, before that date, you give us 28 days' notice to end this agreement, in which case the increase will only take effect after the notice you have given expires.

Your fees will be reviewed on an annual basis on 1 April each year following the approach detailed in clause 1.7 below. The annual fee increase will never be more than 9%.

Apart from the annual increase set out above, your fees will only change if:

- a) There has been a significant change in your care needs, as assessed by qualified employees.

We will consult with you and your representatives and involve you in any decision to provide additional care. Following the consultation, we will give you 28 days' notice in writing before implementing a change in your fees, unless your care needs have increased significantly and unexpectedly. Where 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 provide you with at least 7 days' notice in writing of 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; or
- ii. give us notice that you wish to leave. In this case you will have 28 days from the date you notify us, to move out before the fee increase applies; 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 1.6 (a) above. If you are unhappy with the outcome of the review, you can still give us notice that you wish to leave.

All changes in your fees (except for any change applicable to all residents) will be provided to you in writing and attached to this agreement.

### **1.7 Annual fee increase**

Your annual fee increase will take place from 1<sup>st</sup> April each year and be based on a calculation which reflects the actual increase in our costs during the previous 12 months.

We use a weighted approach which identifies the increases in widely used publicly available indices which have applied to each element of our costs, as set out in your confirmation letter.

The annual increase in your costs by reference to the increases in our actual costs will be limited to a maximum of 9%.

Examples of previous annual increases are available upon request to the Home Manager

### **1.8 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 1<sup>st</sup> 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.

The current FNC rate will be included on your fee letter.

For further information about FNC, please refer to our Paying for Care leaflet. Alternatively, our Home Manager can provide you with additional information and support, on request.

### **1.9 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 5.2 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.

### **1.10 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.

### **1.11 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.

In the event that you request or require that the Home holds monies on your behalf, it will be banked in a Resident's Personal Monies Account. Please note that only sums of up to £200 per resident can be held in such an account. For further guidance, please refer to the Residents' monies and valuables policy contained within the Residents Handbook

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.

### **1.12 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.

### **1.13 Privacy and confidentiality**

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

OSJCT 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 amendments 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 appropriate action.

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 Deposit**

You will pay a deposit which may be used by us to reimburse any sums you owe to us arising from this agreement, at any time. Subject to the payment of any sums due to us the deposit will be refunded, without interest, at the end of this agreement.

At the end of your stay OSJCT will provide you with a statement of account detailing the fees incurred and paid during your stay.

### **2.2 Payment of charges**

You will pay to us the agreed monthly fee by direct debit when you are in residence.

You will also pay the agreed monthly fee in full during any of the following periods:

- before you move into the Home but where you have moved your belongings into your room; and
- during any notice period given by either party.
- In the event of your death the following arrangements will apply (reference to the “daily equivalent” fee will be to your monthly fee divided by the number of days in the relevant month of death):

- the daily equivalent fee will be payable for 3 days; in the event your room is vacated and re-occupied within the 3 days we will only charge you for the days the room was unoccupied.
- The daily equivalent fee will be payable for up to 10 days where your personal possessions remain in your room.
- The 10-day period may be extended on the written request of your representative and any continuing occupation will be charged each day at the daily equivalent fee.
- If possessions have not been removed after the 10-day period, the Charity has the right to clear your room. Before such action occurs, the Trust will inform your representative in writing.
- You will be liable for our actual storage costs (up to a maximum of £50 per day) after the 10 days for a maximum of 28 days.

### **2.3 Temporary Absences**

In the event you are temporarily away from the Home (for example on a pre-arranged holiday or in hospital) the following arrangements apply:

- Your room will continue to be reserved for your sole use.
- During the first full week of absence your fees will continue to be payable in full.
- After that, your fees will be reduced by £50 per week for full weeks only.
- If you are absent from the home for a continuous period of 6 weeks, we will consult with you and your nominated representative to seek agreement regarding the further reservation of your room.
- If you wish to stop paying fees you should give us notice to bring the contract to an end by following the provisions of clause 5.1. We may, at our discretion, agree to accept a shorter period of notice in these circumstances.

### **2.4 Local Authority Funding**

If you become eligible to receive funding for your care from a Local Authority, that body will take over the responsibility for the purchase of your care and accommodation and payment of the fees.

In the event that the payments that the Local Authority are willing to make are not sufficient to cover our full charges or if the Local Authority refuses to continue to pay the fees agreed with you, we will consult with you to agree your options and provide support and assistance in any ongoing discussions with the Local Authority.

If there is no possibility of a third-party paying the difference (commonly known as a “top up”) to bridge any funding shortfall and no alternative funding arrangements can



be agreed, then we reserve the right to give notice of not less than 28 days to terminate this agreement. We will only exercise this right as a last resort and will we assist you in moving to alternative accommodation, if you require.

You acknowledge that, if you are applying for Local Authority or NHS funding, you will continue to be responsible for paying our fees in full until your application has been completed and that such funding has been agreed and commenced.

Further details of how you may become eligible for public funding for your care can be obtained from the Home Manager. For further information about Local Authority Funding, please refer to our Paying for Care leaflet.

## **2.5 Representative and Attorney**

Prior to moving into the Home, we strongly 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.

## **2.6 Your finances**

Prior to entering into this contract, we will undertake a financial assessment with you to ensure that you understand the financial commitment you are entering into. We may undertake this again periodically or at any point where your financial circumstances change.

You agree that we may carry out credit checks on you from time to time using a licensed credit reference agency. You also confirm that you consent to us sharing any personal data (including sensitive personal data as those terms are defined in the Data Protection Act 1998) and financial information you provide us with the Local Authority or health commissioners where we need to work with those bodies to address the future funding of your care. We will advise you in advance where we need to share your information.



Where you have arranged a deferred payment with your Local Authority, which will be refunded from the sale of your former home or other assets, you will keep us informed of any changes being suggested or made to the arrangements.

You will also advise us about any other changes which might affect your ability to fund the monthly fee for your care as it changes so that we can support you as much as possible to manage your change of circumstances.

If you obtain financial advice either prior to admission or during your stay we would appreciate your co-operation in sharing the results of that advice with us, to the extent that it covers your ability to fund the fees payable to us so that we can support you as much as possible.

## **2.7 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.

## **2.8 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.

## **2.9 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.

### **2.10 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 for 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. Payment Terms**

### **4.1 Method of payment**

The Deposit and fees covering the period up to your first direct debit payment must be paid in advance of entering the Home for a permanent place or if you become resident on a permanent basis. Payment can be made using a Debit or Credit Card.

The agreed fees will be invoiced to you monthly, in advance and collected on or around the 15th of every month by Direct Debit. Where the 15th falls on a weekend or bank holiday it will be collected on the next working day. Direct Debit forms and our Direct

Debit guarantee can be obtained from the Home Manager.

#### **4.2 Non-payment**

Non-payment of fees could result in you having to leave the Home. Please see Clause 5.2.

#### **4.3 Fee reviews**

Please see clauses 1.6 and 1.7.

#### **4.4 Interest on late payment**

If you do not pay us your fees when they are due, we reserve the right to charge interest at 3% per year above Barclays Bank current base rate, for each day that the payment is late, calculated on a daily basis.

### **5. Bringing the contract to an end**

The contract will come to an end in various circumstances as set out below.

#### **5.1 If you wish to leave the Home**

You may cancel this agreement during the first 14 days of the date of this agreement. You may be required to pay for services you have received up to the date of cancellation. Please see clause 9 for more information.

The first four weeks of your stay will be a trial period, during which you can end this agreement for any reason by giving us at least one weeks' notice in writing to the Home Manager.

After the end of the trial period, you can end this agreement by giving at least four weeks' notice in writing to the Home Manager.

#### **5.2 If we wish you to leave the Home**

After the end of the trial period, we can end this agreement by giving you at least 28 days' notice in writing, if, for example:

- your fees are in arrears for at least one month; or
- you do not pay the correct amount that you are responsible for paying on the due date on a regular basis (for example more than three times in any six-month period); or
- you break any other material condition of our agreement with you; or
- if, in our reasonable opinion or on medical or regulatory advice, and following consultation with you or your representative, we cannot give you the level of care you need; or
- you exhibit behaviour that is reasonably considered by us to be violent or disruptive; or
- you are to transfer to local authority or NHS funding and the arrangements for

your funding are unduly delayed: or

- the Local Authority, NHS or Clinical Commissioning Group are unwilling to meet your fees in full in the event they take over responsibility for your funding.

The above list is not an exhaustive one.

In the unlikely event that we need to close a Home, we will give you as much notice as possible. We will also consult you throughout the closure process and help you to find other suitable accommodation.

The Charity has the right to ask your relatives or (if there are none), the appropriate Local Authority/Health Authority to find alternative accommodation for you if in our opinion we can no longer provide suitable care for you, or if your removal from the Home would be in your best interests or the best interests of other residents at the Home.

If you are unable to pay the fees in full (including where the fee payable by a Local Authority or for Continuing Health Care is less than your agreed fee), we may end this agreement and ask you to leave the Home in accordance with the termination provisions above. We may, at our discretion, explore alternative arrangements with you before we exercise this right. Where we do explore alternative options to try to avoid requiring you to leave the Home, this will not affect our right to ask you to leave if satisfactory arrangements cannot be made and your fees remain in arrears. We will help you understand your rights under the Care Act 2014 to ensure that this is an action of last resort.

### **5.3 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.

### **5.4 What happens in the event of your death?**

Our agreement with you will come to an end on your death. Please see clause 2.2

### **5.5 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 2.2.

If you have informed us that you wish to terminate your stay, you or your representative are required to remove your belongings and leave the room before 10pm on the agreed date of departure.

## 6. 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 Complaints Officer at Email: [complaints@osjct.co.uk](mailto:complaints@osjct.co.uk), or to:

The Complaints Officer  
The Orders of St John Care Trust,  
Eyre Court  
Whisby Way  
Lincoln  
LN6 3LQ

We will acknowledge the referral and the 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](http://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](http://www.cqc.org.uk/give-feedback-on-care)]

## **7. Other Issues**

### **7.1 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 OSJCT in your Will, please ask for details from the Home Manager about how to go about doing so.

## **8. 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.

## **9. Your Right to Cancel this agreement in the first 14 days**

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

### **9.1 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 (OSJCT) 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.

### **9.2 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.

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 the 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).

## 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

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

Made on \_\_\_\_\_

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 \_\_\_\_\_