



Residents Contract Terms

2019

Sandhurst Rest Home

142 Barnhorn Road, Bexhill on Sea, East Sussex, TN39 4QL

Summary of Main Terms

Short Stay (Temporary) Residents

Where the expected duration of stay is 28 days or less.

The total fee, is calculated by the number of days (12 noon to 12 noon) multiplied by the agreed daily fee, is payable in advance to the home.

Long stay (Permanent) Residents

The following charges apply to a long stay (permanent) resident in our home.

Payments are due monthly in advance on the 1ST day of each month based on the agreed weekly rate, as stated in the admission form, or any subsequent increase.

A pre-payment, equivalent to the fees due from the date of admission to Sandhurst to the last day of that initial first month is due on admission. The second and subsequent months' fees should then be paid by standing order on the 1ST day of each month.

However, in the circumstances where you are admitted to the home after the 14th day of each month the pre-payment amount will be equivalent to the fees due from the date of your admission to Sandhurst to the last day of that initial month plus the fees due for the second month, as there may not be sufficient time for the standing order to be set up. The third and subsequent months' fees should then be paid via standing order as normal.

Payment of Fees

When	Description	Amount
Upon Permanent Placement	Refundable Deposit to settle any outstanding sums or to pay for damage to our property.	Equivalent to two days fees for short stay (temporary) residents or two weeks' Weekly Fee for long stay (permanent) residents.
Throughout your stay ("Weekly Fee")	24-hour residential care including meals, laundry, utilities etc. certain services, examples of which are listed in the Residents Contract Terms are excluded such as	The amount of the Weekly Fee is set out in the Admission Form and will normally increase by 5% on the 1 st April every year.



	hairdressing, newspapers and personal toiletries.	
Fees After Death	Your room will be available to your family for 10 days and we will provide support for your family and notify the relevant third parties such as regulators and coroner as required.	The fee will be calculated on a daily basis until the room is cleared. The daily rate is the equivalent of one week's Weekly Fee divided by seven.

Termination

For a long stay (permanent) resident the notice period for termination of the placement is:

- (1) 14 days during the first month and
- (2) 28 days thereafter. We will only terminate in the limited circumstances set out in the Resident Contract Terms below.

No notice is required in the event of your death in residence at our Home however the fees will be payable up to the date that the room is cleared.

This summary is for reference only and does not contain details of all terms of the Resident Contract Terms. Therefore, it is important that you read the Resident Contract Terms and Admission Form in full. By signing the Contract, you are agreeing to its terms and you will be personally liable for the payment of fees and other charges set out in the Contract.



Resident Contract Terms

INTRODUCTION

These Resident Contract Terms and our attached Admission Form set out the formal legal relationship between you and Sandhurst Rest Home Ltd. (“we”, “us”, “our”, “the Home”) (together the “Contract”). While these Resident Contract Terms are addressed to “you,” they may equally be addressed to a person who acts on your behalf, either formally (via a Power of Attorney) or informally nominated by you, and who may sign the Contract and make payments on your behalf.

We recognise that care is expensive, and it is important that you fully understand the costs in advance. Therefore, it is important that you carefully read and understand the Contract before signing and agreeing to its terms. By signing the Contract, you are agreeing to its terms and you will be personally liable for the payment of fees and other charges set out in the Contract.

We have tried to make these terms clear and trust that you are able to understand the extent of the cost of the residential care services that we provide. If you do not understand any aspect, please speak to the Home’s Manager or the proprietors.

The Home’s manager is responsible for the overall running of the Home and is registered in accordance with the relevant healthcare legislation with the Care Quality Commission. We encourage you to take independent legal advice, including from Citizens Advice, if there are any aspects that are unclear.

DEFINITIONS

Residents are classified as either:

1. Short stay (temporary) resident, where the expected duration of stay is 28 days or fewer. In these cases, the stay period will be agreed in advance and the agreed payment is due in advance; or
2. Long stay (permanent) resident, where the expected duration of stay is longer than 28 days or a short stay (temporary) resident who extends their stay in the Home beyond 28 days.

For long stay (permanent) residents all the terms of these Resident Contract Terms apply (except section 1. “Fees Generally for Short Stay (Temporary) Resident”).

For short stay (temporary) residents some sections of the Resident Contract Terms may not apply, as indicated by the section headings.



1 - Fees Generally for Short Stay (Temporary) Resident

The fees we charge for a long stay resident are as follows:

- a) Daily Fee: As a short stay (temporary) resident we will agree a period of residence and a Daily Fee for that residence, as set out in the Admission Form. The full fee for the agreed period is payable in advance. If we cannot reasonably provide care that meets your needs the fee will be proportionately refunded where the residence is terminated early.
- b) Refundable Deposit: We will collect a Refundable Deposit upon your admission to the home, equivalent to two days' fees. See section 3 below.
- c) After Death Service Fee: In the event of your death this agreement will end, and we will charge the After Death Service Fees (calculated on a daily basis) up to and including the date that your room is cleared, for a maximum of 10 days (see section 9, below for further details).

If you wish to extend the residence beyond the initially agreed period, the same daily rate will apply to the extension period up to 28 days and the additional fees will be payable immediately. Where the residence is extended, either party may give 3 days' notice of termination.

Where the residence extends so that you remain in the Home for a period longer than 28 days in total, you will be classified as a long stay (permanent resident) and we will advise you of the weekly fee, unless otherwise agreed this will be the equivalent of the daily fee multiplied by seven. In these circumstances, please note that all the terms applicable to a long stay (permanent) resident in these Resident Contract Terms will now apply to you, including the need to increase the Refundable Deposit to be equivalent to two weeks' Weekly Fee and to pay fees in advance, each of which are payable before the initial 28 days elapses.

2 - Fees Generally for Long Stay (Permanent) Resident

The fees we charge for a long stay resident are as follows:

- a) Weekly Fee: this is the rolling weekly charge for the current billing year (1st April to 31st March) and is specified in the Admission Form. The weekly fee is increased annually as set out in section 3.
- b) Monthly Fee: The Weekly Fee stated in the Admission Form, or any subsequent increase is converted into an equivalent monthly fee calculated as follows:

The weekly fee is divided by 7 (number of days in a week) and then multiplied by 365 (number of days in a year) then divided by 12 (number of months in a year). The below calculation assumes that the weekly fee is £600.00



i.e. £600.00 ÷ 7 x 365 ÷ 12 = £2,607.14

c) Refundable Deposit: We will collect a Refundable Deposit upon your admission to the home, equivalent to two weeks' Weekly Fee for long stay (permanent) residents. See section 3 below.

d) After Death Service Fee: In the event of your death this agreement will end, and we will charge the After Death Service Fees (calculated on a daily basis) up to and including the date that your room is cleared, for a maximum of 10 days. The daily rate is the equivalent of one week's Weekly Fee divided by seven (see section 9, below for further details).

3 - Refundable Deposit

We will collect a Refundable Deposit upon your admission to the home, equivalent to two days fees for short stay (temporary) residents or equivalent to two weeks' Weekly Fee for long stay (permanent) residents. This deposit protects us from risk that you do not pay our fees in full or on time, or if you or your visitors cause damage to our property, beyond reasonable wear and tear.

We will use the deposit to:

- Settle any outstanding (and undisputed) sums payable by you such as fees, hairdressing etc.
- Pay the reasonable costs of repairs to your room or the home, caused by you or your visitors.

When your stay at the home has come to an end, we will calculate the sums due and return the remainder to you or your estate as soon as possible (normally within 28 days).

In the event of your death, the After Death Service Fee may be deducted from the Refundable Deposit (see section 9, below for further details).

All deposit sums are identified separately within our accounts and we do not use the deposits to pay our business costs day-to-day. All deposits are held by us on trust for the residents who provided them until we are entitled to retain any amounts in accordance with our terms. Please note that no interest will be added to your deposit.

We will clearly explain in our invoices the amount of deposit we hold on your behalf and provide a breakdown of any sums retained by us. We will not keep your deposit for reasons other than those set out in our agreement and we will never keep your deposit in response to a complaint.

If you have any questions about why we have kept part of your deposit, please contact our Manager who can provide you with further information. If we are unable to satisfy your query, you can always refer to our complaints policy and the Local Government and Social Care Ombudsman at <https://www.lgo.org.uk/>.



4 - Annual Fee Increases to Weekly Fees for Long Stay (Permanent) Resident

The admission form shows the Weekly Fee for the current billing year (1st April to 31st March). On the 1st April each year, provided that there are no changes to your needs or the services you require, your Weekly Fee will automatically increase by 5%. The increase in the Weekly fee is intended to cover staff pay increases (including increasing pension contributions and increases in the National Living and Minimum Wage), rental increases, inflation on food, fuel, equipment including medical sundries as well as increases in regulatory fees. Should you decide to terminate your placement in response to such an increase the relevant termination notice periods will still apply (see section 10 below for details).

For example, where your Weekly Fee is £600 per week, after the 1st April your new fee will be £630 per week. This equates to an increase of £1,560 over the year.

We will write to you by the 1st March each year to confirm the changes arising from our annual review and the new rates which will apply from 1st April each year.

This review is separate to any change in your fee which occurs because of a change in your individual care needs. (see 7. below for further details).

We may also increase the fee by a fair and reasonable amount where a significant and unexpected change occurs in the law or the regulation of the home which results in a significant increase in our costs. This increase will only occur if it was not already captured as part of our annual review. We will give you at least 26 days' notice of such change.

5 - Payment Terms for Long Stay (Permanent) Resident

Payments are made monthly in advance at the 1st day of each month. The Weekly Fee amount stated in the Admission Form, or any subsequent increase is converted into an equivalent monthly fee calculated as shown in section 2.

Payments are to be made to us by standing order which must be set up on admission to the home.

Ordinarily, on your admission to the Home, the standing order instructions will not have been set up with your bank, therefore a pre-payment of fees will be required by cheque or bank transfer (please ask the Home's Manager for these details). The Pre-payment amount will be equivalent to the fees due from the date of your admission to the Home to the last day of that initial first month. The second (and subsequent) months' fees should then be paid via standing order as normal.

In the circumstances where you are admitted to the home after the 14th day of each month the pre-payment amount will be equivalent to the fees due from the date of your



admission to Sandhurst to the last day of that initial month plus the fees due for the second month, as there may not be sufficient time for the standing order to be set up. The third and subsequent months' fees should then be paid via standing order as normal.

If there are any issues with the receipt of the monthly fees, we will contact you and it may be necessary that further pre-payments of fees are required until the standing order is active.

Where you have been absent from the Home for a period of 28 days consecutively, for example because you are staying in hospital, the Weekly Fee will accordingly be reduced from such time onwards by £50.00 per week until you return to the Home or such a time that your room is cleared.

6 - Services included and excluded from the Weekly Fee

The Weekly Fee is for 24-hour routine care in the Home. It includes your room (which will be redecorated from time to time as necessary), heat and light, meals (including a choice of menus), snacks and drinks, access to lounges and gardens, bedding and towels including laundry (but excluding dry cleaning), liaison with relevant outside agencies such as medical practitioners and district nurses, assistance with personal care, activities (excluding any trips out of the home), access to Wi-fi, and ongoing care reviews.

The Weekly Fee excludes without limitation the following: personal newspapers, personal flowers, smoking or vaping materials, personal toiletries, hairdressing, dental care, manicures, beauty treatments, annual testing of residents' personal electrical equipment (PAT Testing), annual testing for walking chairs or walking aids such as walking sticks or Zimmer frames etc., podiatry care or trips out of the home e.g. theatre tickets.

It is important to note that this is not an exhaustive list but is examples of typical additional services. We may arrange for these additional services, which will need to be paid for separately. If any of these are paid by us on your behalf, we will add these charges to your incidental fees.

The Weekly Fee does not include accompanying you to medical, hospital or similar appointments; where such accompaniment is arranged this will be charged separately at a reasonable rate, for example at the rate of the national minimum wage x 1.5 per hour for attendance by a carer, plus any reasonable travel expenses, such as a taxi fare.

Should it be necessary to provide additional care or medical services to you, such as one-to-one care for periods of the day, in which a member of staff is dedicated to your care, an additional charge will be made for this. This additional charge will not be introduced without your consent, except in exceptional circumstances, in which case we will seek consent as soon as reasonably practicable.



7 - Placement Type for Long Stay (Permanent) Resident

Sandhurst Rest Home is a residential care home and as such we accept residents who require support with daily living and assistance with mobility and personal care and do not need round-the-clock nursing care and hence any such nursing services that may be required by you can be supplied by the district nursing team.

We have offered you a place at the Home based on your individual health and social care needs at the time of moving in. We have assessed these needs as within one of the following three the categories of Low Needs, Medium Needs or High Needs and have indicated your level on our Admission Form and further information about what this includes (as standard) can be found in your Care Plan.

It is important to understand that all residents are likely to require more help and assistance day-to-day during their stay at the home. For example, you may need to move to another room or require more staff assistance to carry out tasks you were previously able to do for yourself.

Where we believe (using our professional judgement) that your needs have increased and the services you want or require mean that your original category of care is no longer suitable, we will provide you with our evidence to justify our assessment and discuss our assessment with you and explain the changes we believe are necessary. We will also confirm how this will affect your fees and any additional payments that will need to be made. Where you receive financial assistance from the Local Authority or NHS, we will also notify them as it may be appropriate for them to arrange their own assessments.

If your health improves or your social care needs decrease over time, we will similarly review whether your existing category of care is appropriate and whether, based on your increased independence, it is suitable to reduce your fees.

We will try to give you at least 28 days notice in advance of any changes to your care services and we will charge the new fees from the same date on which we make the changes to your care package.

It may be necessary (in circumstances where there is significant, immediate and otherwise unavoidable risk to the residents' health) to make changes more quickly to ensure your health, safety and personal well-being. If we need to make changes on shorter notice, we will charge the new fees from 7 days after the date on which we make the changes to your care package or on shorter notice (with your consent). In all circumstances we will give you as much notice as reasonably possible of the changes and the impact this has upon your fees.

If we have implemented a change on shorter notice and you do not agree to the proposed changes you can choose to leave the home without giving us full notice, without having to pay the increased fee.



If you have any concerns with our assessment or your care needs and the proposed changes, please contact the homes Manager to discuss your concerns.

If we are unable to reach an agreement on your needs, your care services and the revised fee, you are welcome to arrange an independent assessment via the Local Authority or your GP and we will maintain the original fee until the outcome of any independent review (provided it is completed within 1 month of our proposed change).

If the independent assessment confirms our findings, you will pay the revised fee which will be back-dated to the date of our original assessment. If the independent assessment rejects the findings in our assessment, we will withdraw the proposed change to your care services and fee. In all circumstances where you do not agree to the proposed changes you can choose to leave the home by giving notice in the normal way.

8 - Assistance with Payment of Fees

In England if you have savings over the upper threshold, currently £23,250.00, you have to pay all of your care home fees. However, if your savings fall below this threshold you may be entitled to some assistance from your local Social Services.

Where you are assessed as eligible for local authority funding, the sum paid by the local authority is unlikely to cover the full Weekly Fee we charge. In order to stay or remain in our Home it will therefore often be necessary to pay a “top up” to bridge the difference. As it will be a prerequisite of receiving local authority funding that you do not have sufficient assets to pay such care fees, it is logical that it will be necessary for any “top-up fee” to be paid by another person, usually a relative or significant person in your life. We reserve the right to terminate the placement if no “top up” payment is provided and hence it is important that you consider this when accepting a placement at our Home. Some people with long-term complex health needs qualify for free social care arranged and funded solely by the NHS. This is known as NHS Continuing Healthcare. To be eligible for NHS Continuing Healthcare, you must be assessed by a team of healthcare professionals (a multidisciplinary team). The team will look at all your care needs and relate them to:

- What help you need
- How complex your needs are
- How intense your needs can be
- How unpredictable they are, including any risks to your health if the right care isn't provided at the right time.

Your eligibility for NHS Continuing Healthcare depends on your assessed needs, and not on any particular diagnosis or condition. If your needs change then your eligibility for NHS Continuing Healthcare may change.



9 – After Death Service Fee

In the event of your death this agreement will end, and we will charge the After Death Service Fees (calculated on a daily basis) up to and including the date that your room is cleared, for a maximum of 10 days. If your relatives or friends need longer than 10 days to make arrangements, they can discuss this with our manager and agree an extension (in writing).

We are committed to providing the best possible care and dignity to anyone who chooses to stay with us to the end of their life. Your family are not forced to clear your room ahead of dealing with other matters which they may feel are more pressing. However, our room fees will be charged up to and including the day that the room is cleared. We are available to provide support to you family following their bereavement, if required. We will also assist with notifying relevant third parties such as the regulators, social services and coroner as required.

If your family and friends are not able to collect your personal belongings within 10 days, we can store small items for a period of up to 28 days, so that they can be collected at a more convenient time. We will charge an amount which reflects the actual costs of storage we incur, and this is calculated at £5 for each day where we store your items waiting for collection. We will confirm to your representatives (in writing) the date for collection within 28 days.

If we are unable to contact the people responsible for handling your estate or if they are unwilling to collect your belongings within the 28 days (from our written notice), we will send a written reminder before we donate the items to a charity shop, giving your estate reasonable notice of our intention. Any costs associated with the disposal will be charged to your estate.

The After Death Service fees will be deducted from the Refundable Deposit and any balance owing to us will be invoiced to your estate.

10 - Termination for Long Stay (Permanent) Resident

Should you wish to end your stay at Sandhurst we require notice in writing, signed by you or someone with your authority and delivered to the Home's manager.

We require 14 days' notice to terminate your stay during the first month of placement and 28 days thereafter.

In the event of your death during residence no notice is required to terminate the placement.

We may terminate your placement on 28 days' notice where one or more of the following circumstances have arisen:



1. You are in arrears in paying fees.
2. We are no longer able to meet your care needs.
3. Your care needs fall outside of our registration.
4. You or one of your visitors which we would find difficult to exclude from the home such as a spouse displays repeated unsuitable or disruptive behaviour
5. The Home is to close.

Prior to us terminating your placement we will use all reasonable endeavours to discuss with you as to how we are able to avoid this. However, in certain circumstances, for example in an emergency such as a fire at the Home, this may not always be possible.

Should we decide to terminate your placement and provide you with notice, you may appeal this decision by writing to the home's proprietors within 7 days of you receiving the notice. We may uphold your appeal subject to conditions, for example, that your visitors abide by specified standards of behaviour. If the notice is not appealed or in the situation where the Manager's decision is upheld by the home's proprietors in the appeal decision your placement at the Home will terminate on expiry of the 28 days' notice.

11 - Late Payment

We reserve the right to charge interest on any amount due under the Contract that is not paid on the due date. Interest may be charged from the due date to the date of actual payment at a rate equal to 3% above HSBC Bank's base rate for the time being, for the relevant period. Interest due must be paid together with the amount of arrears in question. We are entitled to recover, in full, all reasonable legal fees and other expenses incurred in pursuing payment of any overdue fees and other sums payable under the contract.

12 - Other Matters Applicable to all Residents

1. General Data Protection Regulation 2016 – In order for us to provide you with the care you require we need to hold and process personal information about you. We are committed to protecting this information in accordance with applicable data protection laws. Our Privacy Statement, a copy of which is provided to you on admission, is also available on our website, and states how and why we hold your data.
2. Doctors – You may continue to use a local general practice doctors surgery. However, if they are outside our area, we will arrange to register you with a nearby doctors surgery.
3. You must make the Home aware of any prescribed or non-prescribed medication that you possess. Should you wish to self-medicate this will be permitted only following a risk assessment.



4. It is important to recognise that even though the room is “your room”, your occupation is by licence only, as we must have the right to enter at any time to provide care, to clean the room, to redecorate and service equipment or for other purposes associated with your residence. In some cases, it may be necessary to ask you to relocate to another room temporarily or permanently. We will not do this without consultation and giving at least 4 weeks’ notice, except in emergency situations. Where the room to which you move is less well-appointed, we will offer a discount on the Weekly Fee.

5. At Sandhurst Rest Home we have a Code of Conduct which all residents and visitors must adhere to. A copy of which has been supplied to you and is also available on our website. Any visitor who, in the opinion of the Manager, is in breach of this Code of Conduct will be invited to attend a meeting to discuss and agree future conduct. If, in the reasonable opinion of our Manager, the visitor is verbally or physically abusive or threatening or poses a risk to residents, that visitor will be excluded from the Home until an agreement is reached on future behaviour. We hope that You will appreciate that Sandhurst Rest Home is also where many other residents live and the workplace of our staff. We have an obligation to all these individuals as well as to you and we have a zero-tolerance policy on this which we hope you will recognise also there to protect you.

6. We welcome constructive feedback as we wish to improve our service and customer experience. If you have any such feedback to offer, please advise the Home’s Manager. If you wish to complain please see our Complaints Procedure, a copy of which has been provided to you and a copy of which can also be found on our website.

7. Where the Contract refers to “you” we mean you or another person with authority to speak for you. This authority may arise because they have a Lasting Power of Attorney or equivalent which extends to cover property and financial affairs. Where you do not have capacity to make decisions for yourself, and where no one has relevant authority, we will make decisions on your behalf on a “best interests” basis in accordance with the Mental Capacity Act 2005, following consultation with family members and others as relevant.

8. Residents’ personal effects are insured only to a value of £500. You will have to arrange any additional insurance required. Any items of value exceeding £500 should be notified to the Manager.

9. All electrical items brought into the Home must be advised to the Manager so that they can be safety tested (PAT Tested) by an electrician. The electrical items will need to be PAT tested on an annual basis and any items that fail such tests must not be used.

10. Any soft furnishings brought into the home must be certified as fire retardant.

11. We allow a maximum of four pictures to be hung on the walls in your room.

12. We do not permit our staff to lend to or borrow money from or receive personal gifts from you or your visitors.

13. We do not permit our staff to witness legal documents for you or your visitors.



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14. Animals are not permitted in the Home except following the prior agreement of the Manager.

15. Smoking is not permitted in the Home. There is a designated area at the Home for residents who wish to smoke and who have undergone the relevant risk assessment.

16. Nothing in the Contract seeks to exclude or limit liability for death or personal injury.

17. We are committed to equal opportunities and this extends to you, other residents and our staff.

18. We are regulated under the Health and Social Care Act 2008 in England. We are inspected by the Care Quality Commission in accordance with the relevant legislation. Inspection reports for the Home are available from the Manager and from our website.

19. This Contract shall be governed by and construed in accordance with the Law of England.

