

ARONEL COTTAGE CARE HOME LTD.– RESIDENT’S CONTRACT

Date:

Agreement is made between:

1. (“The Resident”)
2. (“The Guarantor”)
3. Julian and Lorraine Hitchcock of Aronel Cottage Care Home Ltd., 5-11, Highfield Road, Bognor Regis (“The Shareholders”, which definition includes any subordinate to whom responsibility should be delegated from time to time).

Residence and Payment of Fees

1. The Home’s obligation is to meet the personal needs of its residents in a way that respects the dignity of the individual and promotes independence, and to operate in accordance with the standards set out by the National Care Standards’ Commission and within the terms of our Tri Party documents – Home’s Brochure (*Residents’ Prospectus and Service Users’ Guide*), this Contract and the Home’s Fees Structure.
2. The Home has limited insurance for personal effects but we recommend no more than £20 cash or expensive jewellery is kept in the rooms. Valuables should be either lodged with next of kin or take advantage of the safe facility in the office. Should either the residents or relatives wish to retain their valuables we recommend you take out additional insurance above the Homes indemnity limit.
3. Fees charged are in accordance with the Home’s Fees Structure currently Room No

Fees payable agreed on admission is £ per calendar month. In addition, the NHS contribution to be collected directly by the home.

Fees to be paid by 3rd of each calendar month.

The fees are inclusive of all items specified in our Service User’s Guide; specific services that we make a charge for and which are not included in fees, are listed in *italics* and brackets in our Brochure.
4. Any part of the day of arrival or departure constitutes one full day’s board.
5. The first four weeks after admission shall be regarded as a trial period, whereupon a formal reassessment may be carried out.
6. Should the resident be absent for a period of more than 14 days. At day 15 a reduced fee of 50% of normal charge will be levied for a maximum period of 60 days from date of absence, after this the normal fee will be reapplied.
7. Refunds: It is policy at Aronel Cottage to refund in full pro-rata any overpayment of private fees or client contribution, from date of death plus 2 days or should there be a delay when the room is vacated.

Refunds are subject to receipt of Free Nursing Care (FNC) from the Continuing Health Care (CHC). Should the room be vacated before the FNC application has been processed, we will refund the full overpayment of fees once we ourselves have been paid the backdated FNC from Coastal West Sussex CCG.

For us to process refunds and to avoid any unnecessary delay, complete and return (ASAP) the General Decision Letter (GD11 letter), eligibility for nursing NHS CHC funding, that you will receive from Coastal West Sussex CCG. Be aware backdated FNC applications can take several months.
8. For operational or commercial reasons, following full discussion with the resident and/or the agent, the Home reserves the right to move residents between rooms eg care needs have changed or a private client becomes funded by a local authority and is unable to meet the correct fee for the room currently occupied..
9. A charge may be made for any damage caused by the resident, other than reasonable wear and tear.
10. It is the Home’s policy not to carry out an inventory of belongings as we believe this is an unnecessary invasion of the resident’s privacy. (we refer to Clause 2)
11. Notice of termination of residency is four weeks. In the event of death a charge will be made for the day of death plus two days. On the third day thereafter, the Home is entitled to move the resident’s belongings. If an overpayment of fees has been made, the appropriate proportion will be refunded by the Home.

12. The Directors/Matron may give four weeks' notice terminating the Agreement and requiring that the resident leave the Home, in the following circumstances:
 - a. Failure to comply with any term of this Agreement.
 - b. If, having taken appropriate advice, the Home is unable to meet the future, specialist care needs of the resident. (e.g. long term psychiatric care).
 - c. Any behaviour which the Directors/Matron feel may be detrimental to the Home or the welfare of other residents.
13. Medicines are administered in accordance with CQC standards. Residents can self-medicate if appropriate.
14. Aronel Cottage reserves the right to pass on any additional non-health related costs incurred in providing additional care to the resident beyond that normally provided for the usual services or nursing care. i.e. as listed in italics in the homes' brochure, the resident or their advocate is responsible for covering the cost of any daily papers and similar items that they may wish to purchase or charges for services such as hairdresser, chiropodist, travel costs for appointments, outings and special events.
15. Residents' and Relatives' views of the Home are detailed in the Minutes of the Residents' Meetings. Minutes of the most recent Residents' Meeting are pinned to Residents' Notice Board, and the Testimonials' file is always available to view in the office.
16. House Rule – No Smoking.
17. Aronel Cottage Care Home Ltd. operates a "Whistle Blowing Policy". However, occasionally things do go wrong and it causes us great concern when this happens. We treat all complaints with urgency and do our utmost to put matters right as quickly as possible.

Any request or complaint should be made to Manager Julian Hitchcock, Matron Julia Mason, Responsible Person Lorraine Hitchcock, Duty Nurse, or the Administrator.

We will try to resolve this within 28 working days. However, if we are not able to do so, we will let you know what we are doing, who is handling the complaint, and when we expect it to be resolved.

In the event that a complaint or request cannot be satisfactorily dealt with in this manner, it may be referred to The Care Quality Commission, for Social Care Inspection:

Care Quality Commission,
 The Oast, Hermitage Court,
 Hermitage Lane,
 Maidstone, Kent, ME16 9NT
 Telephone: 01622 724950 Fax: 01622 724980

Or ultimately to:

Parliamentary Ombudsmen,
 Millbank Towers,
 Millbank,
 London SW1P 4QP
 Telephone: 0845 0154033 or 0207 2174163 Fax: 0207 2174160

18. No variation or alteration of the above written conditions shall be of any effect unless it shall have been previously agreed in writing.

By signature of this Agreement the Resident/Agent agrees to be bound by its terms and conditions and acknowledges receipt of a copy of this Agreement, Fees' Structure and Home's Brochure.

GUARANTOR NAME (Capital letters)

SIGNATURE **Date**

JULIAN HITCHCOK



Date