

**WT UK OPCO 4 Limited  
Conditions of residence**

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**CONDITIONS OF RESIDENCE**



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**About this document**

This document and the terms set out below (the “**Conditions of Residence**”) is an important legal document.

The Conditions of Residence is your legal contract with WT UK OPCO 4 Limited (CRN 08210882 registered at 5 Churchill Place, 10th Floor, London, England, E14 5HU) (the “**Care Home Provider**”) and governs the terms of your care and accommodation at .....(name of care home), .....(address of care home) (the “**Home**”).

**Important information for a Resident’s representative**

If you are a representative of a Resident and sign this agreement on the Resident’s behalf without satisfying either of the bullet points below, then you will be personally bound by these terms and conditions and the Care Home Provider can enforce its rights under this agreement against you personally.

In order to sign this agreement on behalf of a Resident so that your signature binds the Resident to the contract not you in your personal capacity, you must:

- have an original copy or certified copy of the Resident’s enduring or lasting power of attorney which validly appoints you as the Resident’s attorney and that power of attorney must remain valid as at the time of signature;
- have a valid original or certified copy of a Court of Protection order appointing you as the Resident’s deputy; or
- be the Resident’s validly appointed receiver.

In each case you are the Resident’s Representative for the purposes of this agreement.

If you are the Resident’s Representative at the time of signing this agreement it is your responsibility to ensure that your appointment remains valid.

If your appointment as the Resident’s Representative ceases to be valid you irrevocably agree and confirm that you will immediately become personally responsible for the Resident’s obligations under these Conditions of Residence.

**PLEASE READ THIS DOCUMENT CAREFULLY AND ENSURE YOU UNDERSTAND ITS CONTENTS AS IT IS LEGALLY BINDING. YOU MAY WISH TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING.**

**WT UK OPCO 4 Limited  
Conditions of residence**

**Name of Resident:** .....(“You”/ “Your”/ the “Resident”);  
**Room Number:** .....  
**Date of actual admission:** .....

**Respite stay? Y/N**

If so, what is the length of stay? .....  
What is the date of arrival? .....  
What is the date of departure? .....

**1. General**

- 1.1. Care Home Provider and the Resident agree and accept that no tenancy of any kind will be created in respect of the room and the control of the room occupied by You will remain with the Care Home Provider.
- 1.2. Prior to your admission to the Home, the Care Home Provider must be in receipt of a copy of these Conditions of Residence which has been signed by You (or Your Representative).
- 1.3. The Care Home Provider reserves the right to refuse to admit You to the Home if it is not in receipt of relevant documents relating to Your care (where applicable) prior to Your admission date.
- 1.4. These Conditions of Residence should be read alongside the document which sets out the level of care the Home will provide to you (the “**Care Plan**”) and we will use reasonable endeavours to provide your Care Plan to You within 7 days of You coming into the Home.
- 1.5. The Care Home Provider will endeavour to provide You with a safe, clean and comfortable environment whilst respecting Your privacy, dignity, choice, rights, confidentiality and independence.
- 1.6. The Care Home Provider will provide the care to the Resident in accordance with the Care Plan.
- 1.7. You will abide by the service users guide (the “**Service Users Guide**”) and any policies contained within it supplied by the Care Home Provider prior to Your admission to the Home. A second copy of the Service Users Guide will be given to You when You arrive at the Home and further copies are available at the Home’s reception area.
- 1.8. Any provision of these Conditions of Residence that expressly or by implication is intended to come into or continue in force on or after termination of these Conditions of Residence shall remain in full force and effect.

**2. Tariff**

**WT UK OPCO 4 Limited**  
**Conditions of residence**

2.1. The tariff for Your care and accommodation will be £..... **per week** (the “**Tariff**”) plus, if you are assessed by a National Health Service Integrated Care Board (“**ICB**”) or Clinical Commissioning Group (“**CCG**”) to be eligible, NHS Funded Nursing Care (‘FNC’), as the rate in force at that time and depending on Your individual circumstances the payment of the Tariff could be made up of one or more of the following contributions (but which, for the avoidance of doubt, shall, in aggregate, amount to the Tariff):

- 2.1.1. Your Contribution (paragraph 3.1);
- 2.1.2. ICB or **CCG** FNC funding (payable by the ICB or CCG to the Care Home Provider);
- 2.1.3. Local Authority Funding (payable by the local authority responsible for the Resident);
- 2.1.4. NHS Continuing Healthcare Funding (funding payable by the NHS for your care for a long-term medical condition through the NHS continuing healthcare scheme);
- 2.1.5. Third Party Top Up (payable by a third party on behalf of the Resident).

2.2. The Tariff includes the following:-

- 2.2.1. accommodation (use of the room allocated to You and use of the communal areas within the Home);
- 2.2.2. fees for Your care as per Your Care Plan; and
- 2.2.3. items set out in paragraph 6 below.

### **3. Your Contribution**

- 3.1. As at the date of signing these Conditions of Residence, Your contribution to the Tariff is £..... **per week** (“**Your Contribution**”).
- 3.2. For the avoidance of doubt, without limiting paragraph 14 or 15 (as applicable), You are liable to pay Your Contribution from the date of Your admission to the Home until such date as these Conditions of Residence are terminated in due accordance with paragraph 13.

### **4. Payment of Tariff**

- 4.1. Upon Your admission to the Home, invoices for the Tariff will be raised, immediately and then on a four weekly basis, in advance for the forthcoming period of four weeks. Invoices will be provided to You/Your Representative. Invoices shall be payable by way of standing order (to the Care Home

## **WT UK OPCO 4 Limited Conditions of residence**

Provider's bank account as communicated to You from time to time) on such date (or the preceding Working Day if the standing order date falls on a day that is not a Working Day) (a "**Working Day**" is a day that is not a Saturday, Sunday or public holiday in England) as is notified to You by the Care Home Provider in writing. This paragraph does not apply to respite stays.

- 4.2. Following confirmation of Your booking for the respite stay, an invoice will be issued to reflect the respite stay period. The invoice provided to You will state the date on which payment is due which will be 7 days from issuing of the invoice.

### **5. External Funding**

- 5.1. If You become eligible for external funding (such as CCG/ICB funding, Local Authority Funding and/or NHS Continuing Healthcare Funding) which will be paid directly to the Care Home Provider, You will remain liable to make up any shortfall in balance between such external funding and the Tariff. In such cases we will inform You of the shortfall payable by You.
- 5.2. If the Tariff for Your care is currently (or becomes) covered or partly covered (funded) by CCG Funding, Local Authority Funding and/or NHS Continuing Healthcare Funding, the Care Home Provider and the relevant authority will advise You in writing if such funding is being withdrawn or reduced. You will be liable for payment of the Tariff or shortfall in full if such funding is withdrawn. If at any time such funding is reduced for whatever reason, You are liable to make up the balance of the Tariff from the date the funding is reduced.
- 5.3. In the event that You are eligible for FNC this shall be payable by the CCG/ICB directly to the Care Home Provider.
- 5.4. Payment of FNC shall not result in a reduction to the Tariff or Your contribution to the Tariff.

### **6. Standard Services**

- 6.1. The following services are included in the Tariff:
  - 6.1.1. 24 hour care in accordance with Your Care Plan;
  - 6.1.2. All food and beverages served at normal meal times, catering for specific dietary requirements, where necessary (e.g. gluten free, dairy free, diabetic, low fat), alcoholic drinks with meals;
  - 6.1.3. Refreshments and snacks;
  - 6.1.4. Personal laundry (excluding dry cleaning);
  - 6.1.5. Domestic services; and

## **WT UK OPCO 4 Limited Conditions of residence**

6.1.6. Recreational activities, except certain outings, to be confirmed on a case-by-case basis.

### **7. Additional Services**

7.1. The purchase of the following goods and services do not form part of the Tariff and will be chargeable to You in accordance with paragraph 8, this will include but is not limited to:

7.1.1. personal services, such as reflexology, occupational therapy, physiotherapy, dental treatment and opticians;

7.1.2. food and drink for visitors, (they are welcome to purchase these when visiting). Such purchases will be charged to include the relevant VAT rate in force at that time;

7.1.3. food not usually provided by the Care Home Provider;

7.1.4. if available in the Home, beverages from the bar outside of mealtimes;

7.1.5. clothing or personal toiletries not normally provided by the care home;

7.1.6. taxi fares other than those to a local doctors and hospital appointments;

7.1.7. the cost of Overseas calls or to premium call rate numbers will be charged to You;

7.1.8. your Care Home Provider can organise a carer to accompany you for visits, trips and appointments outside of the Home for an additional charge, which is current £20.00 per hour.

7.1.9. Significant changes in your care needs requiring 1-2-1 care unless specifically included in the Tariff.

7.1.10. other purchases made on Your request.

7.2. The Care Home Provider reserves the right to amend the range of services included within Your Tariff at any time.

7.3. The Care Home Provider reserves the right to charge You separately for the replacement of any Care Home Provider property, furniture, furnishings or equipment which has been damaged by You, or due to a wilful act by You.

### **8. Payment for Charges not included in the Tariff**

## **WT UK OPCO 4 Limited Conditions of residence**

- 8.1. Charges not included in the Tariff and any additional charges payable in accordance with paragraphs 7.1 - 7.3 will be invoiced separately on receipt of the service by the Resident (or the Resident's guest if applicable) and/or following any damage.
- 8.2. You will settle invoices issued in accordance with paragraph 8.1 within seven days from the date of the relevant invoice. The invoice may be settled from Your cash float (if You have one and have authorised the Care Home Provider to use Your cash float for such a service and/or following any damage). If You do not have a cash float for such payments the invoice shall be settled by BACS transfer, telephone, internet banking or card payment (to the Care Home Provider's bank account as communicated to You from time to time).

### **9. Interest**

- 9.1. Subject to paragraph 9.2, the Care Home Provider reserves the right to charge the following in relation to any sums outstanding after the due payment date:
  - 9.1.1. interest at the rate of 4% above the base lending rate of HSBC Bank plc on all and any sums outstanding after the due payment date of any sum You owe to it. For the avoidance of doubt interest shall be payable for late payment of including but not limited to Tariff and payment for charges not included in Tariff in accordance with paragraph 8;
  - 9.1.2. reasonably and properly incurred costs by the Care Home Provider relating to administrative and legal costs.
- 9.2. The Care Home Provider will at all times take all reasonable steps to minimise and reduce its losses arising under paragraph 9.1.2.

### **10. Increase in Tariff**

- 10.1. The Tariff shall be subject to change in the following circumstances:
  - 10.1.1. following an annual review which will consider costs changes (including but not limited to costs relating to staff costs, national living wage and inflation). This will usually take place annually in February and 4 weeks' notice of such changes will be given to You in writing in March.
  - 10.1.2. at any other time by giving You 4 weeks' notice in writing of such change required to the charges where we become aware of significant and unexpected changes in our costs or changes being required to Your level of care, or if any external factors beyond our control change our ability to provide the standards required and expected at the current Tariff rate stated.

### **11. Payment during absences including holiday and hospitalisation**

## **WT UK OPCO 4 Limited Conditions of residence**

- 11.1. In the event You go away on holiday or are admitted to hospital (or are continually absent from the Home for any other reason), Your room will be charged at full rate and You will be required to pay the Tariff during this time for a period of up to 12 weeks. In the event external funders withdraw funding, You will be liable for such payment in accordance with paragraph 5.2.
- 11.2. If for any reason You continue to be absent from the Home beyond a 12 week period, the Care Home Provider reserves the right to terminate these Conditions of Residence on 4 weeks' written notice. For the avoidance of doubt, the provisions in paragraph 13 and 15 shall apply.

### **12. Your personal items**

- 12.1. You may bring in Your own personal property and furniture with the prior agreement of the manager of the Home. All items must conform to current fire regulations, where applicable, and an inventory of all items brought in to the Home must be completed and signed by either You or Your Representative.
- 12.2. The Care Home Provider cannot accept liability for loss of or damage to any of Your property, including but not limited to hearing aids, dentures, articles of clothing that are recommended for hand washing or which are not machine washable, save to the extent that such loss or damage arises out of the breach, negligent performance or failure or delay in performance of these Conditions of Residence by the Care Home Provider.
- 12.3. Subject to agreement from the manager to bring electrical items to the Care Home Provider, those electrical items must be provided to the Care Home Provider for portable appliance testing before they can be used. The Care Home Provider reserves the right to immediately withdraw from use any electrical item belonging to You which is considered by the manager to be unsafe for any reason or untested in accordance with the above.

### **13. Termination of accommodation and care**

- 13.1. These Conditions of Residence will terminate:
  - 13.1.1. On 4 weeks' notice in accordance with paragraph 11.2;
  - 13.1.2. On 4 weeks' notice (or a shorter period if we deem appropriate in the circumstances) if we believe it is in Your best interest, or the best interest of the other residents for You to leave the Home in accordance with paragraph 13.2;
  - 13.1.3. On 4 weeks' written notice to the Care Home from You should You wish to move out of the Home.
- 13.2. In accordance with paragraph 13.1.2 and examples of the circumstances which may lead to the Care Home Provider asking You to leave include but are not limited to:



**WT UK OPCO 4 Limited**  
**Conditions of residence**

- 13.2.1. Repeated failure to pay an invoice(s) within the stipulated time and significant fees remain outstanding;
- 13.2.2. Illness or incapacitation during residence where it is considered that it would not be possible for the Care Home Provider to provide adequate care to meet Your care and/or nursing needs;
- 13.2.3. Unreasonable and anti-social behaviour causing undue inconvenience to other residents and/or staff by You or Your visitors; and/or
- 13.2.4. Use of and possession of illegal drugs and/or substances.

**14. In the event of Your passing**

- 14.1. In the event of Your passing, Your personal belongings contained within the Home are required to be removed within 10 days of such event.
- 14.2. Your Representative may seek in writing a request for extension of the 10 day period referred to in paragraph 14.1 and such written request not be unreasonably withheld by the Care Home Provider.
- 14.3. Liability to pay Your Contribution will cease after 10 days of the Resident's passing (or such extended period if such extension is agreed in accordance with paragraph 14.2) or earlier if your room is cleared prior to the 10 day period.
- 14.4. We will refund (where applicable) any fee paid in advance by You and/or Your Representative upon valid termination of these Conditions of Residence where we have not provided services to You.
- 14.5. In the event Your personal belongings have not been removed in accordance with paragraph 14.1, the Care Home Provider will take reasonable steps to inform Your Representative or other family member that the room is due to be cleared and Your personal belongings shall be removed to allow for Your room to be re allocated.
- 14.6. The Care Home Provider will be permitted to charge for the clearing of Your room and for the storage of Your personal belongings which will have been reasonably and properly incurred by the Care Home Provider.
- 14.7. In the event it becomes clear to the Care Home Provider that Your personal belongings will not be collected we reserve the right to dispose of Your personal belongings and we will provide 4 weeks notice to Your Representative or family member prior to proceeding with the disposal.
- 14.8. The Care Home Provider will seek to obtain a reasonable price for Your possessions and receipt of the monies (subject to the deduction of the Care

## **WT UK OPCO 4 Limited Conditions of residence**

Home Provider's reasonable expenses incurred to process the sale) shall be provided to Your Representative or family member within 4 weeks of the sale.

### **15. Payment on termination for any other reason**

- 15.1. In the event these Conditions of Residence terminate in accordance with paragraph 13.1.2-13.1.3 You will be required vacate the Home and remove all Your personal belongings before the 4 weeks' notice period (or such shorter notice period provided in accordance with paragraph 13.1.2) has passed.
- 15.2. Should You vacate the Premise and should You/or Your Representative remove all Your personal belongings before the 4 week notice period (or such shorter notice period provided in accordance with paragraph 13.1.2) the Care Home Provider may waive any further charges payable by You during the period of You leaving the Home and the remaining full 4 week period.
- 15.3. If these Conditions of Residence are terminated in accordance with paragraph 13.1.2-13.1.3, You or Your Representative is required to vacate the Home and remove all personal belongings within 7 days of such termination.
- 15.4. If Your personal belongings are not removed within 7 days of the date of termination of these Conditions of Residence, the Care Home Provider reserves the right to remove and dispose of such personal belongings, and charge You for their removal and disposal.
- 15.5. Once a room is vacated and all personal belongings have been removed, a final invoice will be issued to You or Your Representative. This invoice will be payable within 7 days of receipt.
- 15.6. We will refund (where applicable) any fee paid in advance by You and/or Your Representative and/or the third party upon termination where we have not provided services to You.

### **16. Data Protection**

- 16.1. The Care Home Provider will process residents' personal data for the performance of these Conditions of Residence and services provided under it; as part of the Care Home Provider's legitimate interests; to discharge its legal obligations; and/or to exercise specific rights in the field of healthcare and/or social protection. The typical ways in which residents' personal data is processed is described in the privacy notice, a copy of which (as in force at the date of this agreement) can be found on our website at <https://www.careuk.com/legal-regulatory/privacy-policy> or alternatively we can provide the privacy notice in a different format upon request. The privacy notice may be updated from time to time.

### **17. Complaints**

- 17.1. If a complaint or query arises, you should refer to the Home's written procedure for dealing with complaints. We will be pleased to help. If You are

**WT UK OPCO 4 Limited  
Conditions of residence**

not satisfied with the way we have handled your complaint You can refer it to the Care Quality Commission (“CQC”) or contact the Local Government Ombudsman, who provides a free independent service, and ask for a review. Contact details are available on request from the Home’s manager and are also set out in the Home’s written complaints procedure. In addition or in the alternative, if at any time you have concerns about abuse or alleged abuse, you may report these either to us and/or directly to the Local Authority safeguarding team.

17.2. The Care Home Provider will operate within the bounds of the any applicable legislation that relates to the services provided including but not limited to the Care Act 2014 and Health and Social Care Act 2008.

**18. Finances**

18.1. Does someone hold a Lasting or Enduring Power or Attorney? Y/N

If so, who? .....

18.2. Are You registered with the Court of Protection? Y/N

If so, who is the Deputy or Receiver? .....  
.....

**Agreement by Resident / Relative**

It is agreed that You will comply with these Conditions of Residence set out above.

**Resident**

**Relative**

Signed .....

Signed .....

Name .....

Name .....

Date .....

Date .....

**WT UK OPCO 4 Limited  
Conditions of residence**

**Or Power of Attorney**

SIGNED BY [NAME OF ATTORNEY] )  
as attorney for )  
[NAME OF RESIDENT] )  
under a power of attorney dated [DATE] )

.....  
Method of payment

(PLEASE TICK)

Standing Order [Preferred]

Other (Please Specify) .....

**Signed on behalf of WT UK OPCO 4 Limited:**

Signed .....

Name .....

Date .....

**Billing details**

To be completed if billing details are different to the resident details.

**Name to appear on invoice:** .....

**Address:**

.....

.....

.....

.....

**Postcode:**

.....