



Admission agreement for Residents fully funded by a Public Authority (Local Authority or Integrated Care Board)

Part 1- Admission Request

Detailed Residence Terms are in Part 2 below. A summary of the key Residence Terms is provided on page 5 of this Part 1. Please read the Residence Terms carefully before signing this Agreement and ask for an explanation of any areas that you do not understand.

This Part 1 and the Residence Terms in Part 2 form the Agreement which applies to the admission of the Resident named below as a Resident of the Home.

Resident's Name

Home Name:

Mr/Mrs/Miss/Ms/Dr/Rev/Other

Date of Admission: / /

Address

Postcode:

Date of Birth: / /

Duration of Stay

Long Stay (more than 28 days) []

Short Stay (*complete period below*) []

Days/Nights []

Departure Date / /

Details of Resident's Attorney under a Lasting power of Attorney or Court of Protection Appointed Deputy (if any)

Name(s)

Additional Costs: are payable by the Resident as soon as requested (clause 5 of the Agreement).

Address

Personal Care Plan: sets out your care package covered by our Residential Fees (Clause 7.2 of the Agreement).

Postcode:

Telephone No:

AGREEMENT BY RESIDENT

I confirm that I have received a copy of the duly completed Admission Request and the attached Residence Terms (called together this '**Agreement**').

I confirm the contents of the Admission Request (on page 2) and the Summary of Key Terms (on page 4) has been explained to me. I agree and shall observe the Agreement.

Furthermore, I agree to pay the sums due to Care UK Community Partnerships Ltd under this Agreement on the due date.

Signature (Resident or duly appointed Attorney for Resident under a power of attorney (if any))

.....

Full Name:

Address:

Postcode:

Tel. No:

Witness's signature:

.....

Witness's Full Name

Witness's Address:

Postcode:

AGREEMENT BY CARE UK COMMUNITY PARTNERSHIPS LTD

Signature

Name:

Position:

Date of Agreement: / /

Summary of Key Terms

Detailed terms ought to have been agreed between us and the Authority (Local Authority or ICB) providing us with funding. If there is any conflict between this Agreement and our agreement with the relevant Authority, the latter will prevail.

Your Personal Care Plan sets out your care package.

Changes in your care or other needs – i.e. the services we provide to you in relation to your needs – will be reviewed with you and the relevant Authority.

There are a range of extras available at an 'Additional Cost' e.g. hairdressing, chiropody (clause 4).

It is our strong recommendation that all residents at the Home have been vaccinated against COVID-19. We apply this as a matter of policy to protect you and other residents and staff at the Home. Prior to or as soon as practicable after your admission to the Home you ought to provide evidence that you have had the full course of such vaccination.

If you wish to leave the Home permanently you ought to let the Relevant Authority and us know (clause 10.2).

Your residency with us may come to an end in various other circumstances. This might be, for example, because your needs have changed and we are unable to meet them, or because the Local Authority or ICB who are funding your residency stops paying us or withdraws their funding. Normally we try to resolve any such problems by discussions with you and the Authority, but it may be necessary for a notice of termination to be served, normally of not less than 28 days. In certain serious instances, for example behaviour that cannot be safely managed in the Home, termination can be quicker. (See clause 10.3 – 10.6). We do not tolerate inappropriate visitor behaviour (Clause 21.3).

If a Local Authority or ICB ceases funding, until you leave the Home or alternative funding arrangements are agreed, you will be liable to pay us at our Private pay rate (see clause 3.5).

Following any termination failure to remove belongings from the Home within 3 days may result in us charging reasonable costs for removal and storage of your belongings.

You may bring small items of furniture as well as your belongings with you. However, we will not insure any items. Insuring items is your sole responsibility (clause 15).

THIS IS ONLY A SUMMARY – WE STRONGLY RECOMMEND YOU READ ALL OF THE RESIDENCE TERMS IN PART 2 BELOW

Part 2 – Residence Terms

1 Interpretation

1.1 In these Residence Terms, the following terms have the following meanings:

“**Additional Costs**” has the meaning given in clause 4.2.

“**Admission Request**” means Part 1 of this Agreement.

“**Applicable Data Protection Law**” means the UK GDPR and shall include all requirements from time to time in force of the Data Protection Act 1998 and the Access to Health Records Act 1990 and all other extant or successor statute, regulations and codes mandatorily applicable to Personal Data.

“**Agreement**” has the meaning given in clause 2.2 of this Agreement.

“**Authority**” means any Local Authority, NHS body (including an ICB) or other public body.

“**Authority Agreement**” is the contract between us and an Authority relating to our providing you with care and/or nursing services and is referred to further at clause 2 of this Agreement.

“**Authority Funding**” means the amount that any Authority (ie Local Authority, NHS body (including an ICB) or other public body) has agreed to pay towards our Fees for your residence at the Home and nursing or other services provided by us, as revised from time to time and “**Local Authority Funding**” shall be specifically used in reference to contributions towards our fees by a Local Authority.

“**CHC**” means any Continuing Healthcare funding provided by the NHS/an ICB.

“**Client Contributions**” refers to the amount that a Local Authority providing the funding collects (or has us collect on its behalf) from you on the basis of its financial assessment (means testing) of the contribution you are required to make.

“**Fees**” includes all and any fees, costs or charges referred to in this Agreement including fees paid or payable by an Authority and Top Up Fees (see clause 3.2) , but does not include Additional Costs.

“**Home**” means the home identified in the Admission Request.

“**ICB**” means an Integrated Care Board which since July 2022 is the successor NHS body which replaced Clinical Commissioning Groups (also known as CCGs).

“**Personal Care Plan**” means the document provided to you by the Home which provides a detailed assessment of your care needs and your care package.

“**Personal Data**” means any personal data we receive about you and/or Third Party Contributor and/or any attorney appointed by you under a Power of Attorney and/or any deputy appointed by the Court of Protection and/or visitor to the Home and/or Representative.

“**Representative**” shall mean your duly appointed attorney and/or deputy and may include anyone else who in the exercise of our reasonable discretion we may communicate with or notify about you and your residency, including an Authority, a close family member or a close friend.

“**Top Up Fees**” are any amounts you or a third party may agree to pay to supplement Authority Funding where the weekly fee offered by an Authority is insufficient or ceases to be sufficient to meet our fee requirements for the Home.

“**UK GDPR**” means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018, regulations made thereunder and the Privacy and Electronic Communications Regulations 2003 as amended from time to time.

“**we**” and “**us**” mean **Care UK Community Partnerships Ltd** (Company Number 02644862) whose registered office is at 5 Churchill Place, 10th Floor, London, United Kingdom, E14 5HU.

“**you**” means the resident named in the Admission Request (and as the context may require your duly appointed attorney or deputy).

1.2 In these Residence Terms, the following terms rules of interpretation shall apply:

1.2.1 the words “**for example**”, “**eg**”, “**include**”, “**includes**” and “**including**” are to be construed as if they were immediately followed by the words “**without limitation**”;

1.2.2 nothing in the Summary of Key Terms on page 4 shall affect the meaning and effect of these Residence Terms, and, if there is a conflict between them, these Residence Terms shall prevail.

1.2.3 the headings are for convenience only and shall not affect the meaning of these Residence Terms and use of the singular includes the plural and vice versa; and

1.2.4 references to numbered clauses are to numbered clauses in these Residence Terms.

2 Agreement

2.1 In return for Authority Funding, we have entered into with the relevant Authority an “Authority Agreement” under which we will provide you with:

2.1.1 accommodation;

2.1.2 such food as is normally required by a resident of a care home (in addition we may agree particular meal times and types of food with you from time to time);

2.1.3 reasonable heat and light; and

2.1.4 personal care (which will be identified in your Personal Care Plan) that is reasonably considered necessary for you.

2.2 Authority Agreements are extremely long, and change frequently. They ought to cover matters such as cessation of or changes in Authority Funding by the relevant Authority, changes in your needs, termination of your residency and post-death fees.

2.3 This “Agreement”, which comprises of the Residence Terms in this Part 2 together with the Admission Request completed by you and us, form the agreement between you and us regarding the provision to you of accommodation and certain services in the Home and is intended to supplement and operate in conjunction with the Authority Agreement.

2.4 If and to the extent that any terms in this Agreement are in conflict with any part of the Authority Agreement, the latter shall prevail.

3 Communication with the Authority, consequences of Authority Funding reducing or ceasing, our requiring an Agreement to pay Top Up Fees in certain circumstances, distinguishing between Top Up Fees and Client Contributions

- 3.1 In relation to your Authority Funding, you consent to us:
- 3.1.1 liaising with the relevant Authority;
 - 3.1.2 disclosing information about you to the relevant Authority; and
 - 3.1.3 receiving and using information about you from the relevant Authority, including using that information in connection with this Agreement and in relation to Fees.
- 3.2 If, for whatever reason, the amount of the Local Authority Funding reduces we shall be entitled to request that you (or a third party, such as a member of your family) enter into an agreement with such Local Authority and/us in which you or such third party (as the case may be) agree to pay the difference between the amount, or proposed amount, of the Local Authority Funding and the fees we require to be paid to agree to either your admission to the Home or to permit your ongoing /continued residency in the Home (i.e. a Top Up Fees agreement). If you (or any third party) fail to comply with our request within fourteen (14) days of our making it, we may terminate this Agreement and require you to leave the Home by giving to you at least twenty eight (28) days' prior written notice of termination (see clause 10.3.3).
- 3.3 Top Up Fees should not be confused with Client Contributions. Client Contributions are the amount that a Local Authority providing Authority Funding collects (or has us collect on its behalf) from you on the basis of its financial assessment. Top Up Fees are an additional payment required of you or a third party to make up the difference between the amount the Local Authority is prepared to pay and the amount we require to be paid.
- 3.4 CHC funding is provided by the NHS. It is not means tested. If at the time of your admission you have Local Authority Funding and subsequently you are offered CHC funding, that offer may be at a fee rate which is unacceptable to us. Even if you or a third party might be prepared to agree to pay the difference between the rate offered by the NHS and a fee rate which is acceptable to us, it may be unlawful for us to accept any such payment. In that event, and at our entire discretion, we reserve the right to refuse the CHC rate offered by the NHS, which may result in our terminating this Agreement on giving you twenty-eight (28) days' written notice.
- 3.5 If, for whatever reason, Authority Funding (whether Local Authority Funding or Funding by an ICB for CHC) ceases altogether, then:
- 3.5.1 you shall be liable to pay us from the date of cessation of such funding until such time as you leave the Home at the rate payable by our private paying residents at the Home who have equivalent care (and nursing) needs as yours at the time of cessation of such funding;
 - 3.5.2 you should notify us as soon as you become aware of such cessation of funding;
 - 3.5.3 we shall notify you in writing as soon as we become aware of such cessation of funding and confirm our rate for our private paying residents at the Home who have equivalent care (and nursing) needs as yours to you, and shall request that you enter into our private pay residency contract at that rate;
- 3.6 If within 28 days of our confirming to you in writing such private pay rate you fail;

3.6.1 to have paid for those 28 days stay at the Home;

3.6.2 to enter into our private pay residency contract at that rate,

then we shall be entitled to require you to leave the Home provided that we give you at least twenty eight (28) days written notice of termination of this Agreement (and for the avoidance of doubt, we confirm that until you have left the Home you will continue to be liable to us at such private pay rate).

4 Additional Costs

4.1 You shall always be liable for Additional Costs.

4.2 Additional Costs could include the costs of:

- 4.2.1 hairdressing;
- 4.2.2 chiropody;
- 4.2.3 newspapers;
- 4.2.4 dental requirements (non-NHS)
- 4.2.5 optical requirements (non-NHS)
- 4.2.6 medicines (to the extent not free to the Resident under the NHS)
- 4.2.7 physiotherapy (non-NHS);
- 4.2.8 personal dry cleaning;
- 4.2.9 clothing;
- 4.2.10 staff escorts to hospital and elsewhere (for which we charge at an hourly rate details of which will be supplied by the Home);
- 4.2.11 taxis and other transport;
- 4.2.12 personal toiletries; and
- 4.2.13 other items of a personal nature.

Further details of such chargeable items can be found in our 'Service User Guide'.

4.3 Any Additional Costs ought to be covered by monies we hold on account for you, whether by receipt of and application of your personal allowance, or the provision of other funds. Monies we hold on account of Additional Costs should be maintained by you or on your behalf at a reasonable level to pay your Additional Costs: we recommend sufficient to meet eight (8) weeks of anticipated personal spend.

4.4 Any request by us for further monies on account of future Additional Costs, or to meet Additional Costs which we have incurred for which we do not hold funds, must be complied with within five (5) days of such request, failing which we shall have the right at the end of such five (5) day period to stop supplying or arranging for the supply of any further such additional services or goods.

4.5 Each month we shall produce a statement which records all Additional Costs and the application of monies we hold for you covering the preceding month, and will describe for that month each transaction, its date and its cost.

4.6 We will have such Additional Costs statement available for inspection at the Home, will leave you a copy in your room if you so wish, or email it to you or anyone else you may designate and, where appropriate, to any Third Party Contributor and/or Guarantor: but we shall not be bound to post the statement or deliver it in any manner other than by email. Where any of the Additional Costs comprise goods or services provided by a third party supplier, we shall try to obtain an invoice or other written record for that supply, and shall keep such record available for inspection at the Home for 12 months from the date of supply.

5 Payments and their Timing

- 5.1 Additional Costs are payable to us immediately upon our incurring such Additional Costs, or where such Additional Costs involve the provision of services or goods by a third party supplier, our receipt of an invoice or other demand for payment from that third party supplier.

6 Complaints

- 6.1 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 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.
- 6.2 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.
- 6.3 This clause 6 is in addition to your legal rights in relation to any services which are not carried out with reasonable skill and care or which otherwise do not conform to this Agreement. Advice about your legal rights is also available from your local Citizens' Advice Bureau or Trading Standards Office.

7 Needs Assessment

- 7.1 Before your admission to the Home, we shall (except in urgent admissions) carry out with you and the relevant Authority an assessment of your needs using the assessment scheme we have chosen to use to determine whether we can meet your needs at the Home. Admission to the Home will only be permitted if our initial assessment confirms that we can meet your assessed needs.
- 7.2 If we can meet your needs, the Home will design a bespoke Personal Care Plan which can be provided to you and/or your Representative and the relevant Authority.
- 7.3 It is important to understand that most residents will 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 the tasks you were previously able to do yourself.
- 7.4 If we believe your needs have changed we shall discuss the implications of such changes with you and/or your Representatives and the Authority and seek to agree with all interested parties whether, how and with what costs consequences those changes can be met by the Home.

8 COVID-19 Vaccination, Epidemic Prevention or Inhibition Measures and Medication

- 8.1 It is our strong recommendation that all residents should be vaccinated against COVID-19 (including any appropriate booster vaccinations) using a COVID-19 vaccine approved by the UK's Medical and Healthcare Products Regulatory Authority. If requested by us you shall provide evidence to our reasonable satisfaction of the extent to which you have taken part in a vaccination course (including, as appropriate, any booster vaccinations).

- 8.2 If we create a policy to prevent or inhibit any epidemic which in our opinion gives rise to a serious health threat to you or other residents or staff at the Home, we shall notify you of it. You shall follow such policy (including any requirements for vaccination or other medical processes or procedures). In our discretion we may not insist on such policy being followed, for example if you are medically exempt from vaccination or other medical processes or procedures set out in such policy.
- 8.3 All of your drugs and medication must be handed to the senior nurse on duty or person in charge at the time of your admission.
- 8.4 If you wish, and in our opinion are able, to manage your own medication administration, you will be assisted to continue to do so. However, in that case:
- 8.4.1 we cannot be held responsible for the safekeeping and dispensing of the medication; and
- 8.4.2 the lockable drawer provided in the room you occupy must be used to store the medication and you must ensure it remains locked whenever you are not in the room.

9 Change of Room at the Home

- 9.1 The room you will occupy will be allocated on admission.
- 9.2 Residence in the Home does not constitute a tenancy. You will occupy the room as a licensee only.
- 9.3 We reserve the right to relocate you at any time to another room, though in practice we do not expect to use the right to relocate residents regularly. There will be discussion with you before any such relocation takes place and you will be given notice in writing of any proposed change and the reason for the proposed change. The period of notice we give you will be at least five (5) days except in cases where we believe there is an urgent need to make the change sooner. In the event of an emergency which necessitates your being relocated, you shall be returned to your former room if you so request and it is practical and safe for us to do so.
- 9.4 You agree that we shall have, and we need, full, free unrestricted access to the room you occupy in order (amongst other matters) to provide the agreed services.

10 Termination and your Responsibility to remove your Belongings

- 10.1 Each Authority will have its own particular termination provisions in relation to your residence with us and its agreement to provide us with Authority Funding. Some Authorities, for example certain ICBs, may cease providing funding with no or on very short notice to us. The Manager of the Home or the Authority providing the funding can explain the termination rights and provisions in the Authority Agreement between it and us.
- 10.2 If you wish to leave the Home permanently, you should notify the relevant Authority and the home manager of the Home in writing. You shall leave the Home at the end of any notice period if a valid termination notice has been given by you to the relevant Authority or on such other date as is agreed between you, the relevant Authority and us.
- 10.3 If we wish you to leave the Home, we may terminate this Agreement and require you to leave provided that we give you at least twenty eight (28) days' written notice of termination of this Agreement in the following circumstances:-

- 10.3.1 if, having consulted you, taken advice from the appropriate members of the relevant “Primary Health Care Team” (i.e. general practitioner, community nurse or social worker) concerning your present and future care needs and reviewed the position with the relevant Authority and taken account of the provisions of the Authority Agreement and the views of the Authority, we no longer believe we are able to meet your needs; or
 - 10.3.2 if, despite having consulted with you and/or your Representative, there has been a mutual and irretrievable breakdown in trust and confidence between us and you and/or your Representative; or
 - 10.3.3 if the contract between us and the Authority in relation to your care and/or nursing terminates and/or the Authority informs us that it will no longer fund your continued residency at the Home; or
 - 10.3.4 otherwise in accordance with clauses 3.2 or 3.4 or 3.5.3.
- 10.4 We may also require you to leave the Home by giving to you written notice effective immediately, or of such length as we state in our notice, where;
- 10.4.1 there are circumstances or behaviour, which we feel (taking account of the type of care we have contracted to provide) may be seriously detrimental to the Home or the welfare of the other residents and such circumstances or behaviours are/is ongoing notwithstanding reasonable efforts to involve the relevant Authority and manage such circumstances or behaviour;
 - 10.4.2 if despite our reasonable efforts to consult with you and/or your Representatives, you have failed to comply with our policy or policies to prevent or inhibit any epidemic which in our opinion gives rise to a serious health threat to you or other residents or staff at the Home.
- 10.5 You shall be required to leave the Home at the end of any such period of notice at which time your licence to occupy your room in the Home shall cease. We shall send a copy of such notice to your Authority. Any termination notice we shall give you will not be inconsistent with any termination provisions in the Authority Agreement we have with your Authority.
- 10.6 You and/or your Representative may appeal any decision we make to issue a termination notice to our Regional Director (the person to whom the home manager of the Home reports and whose details will be available from the Home’s administration office) within seven (7) days of you receiving our termination notice. The Regional Director may uphold your appeal subject to conditions, for example, that you abide by specified standards of behaviour. If the notice is not appealed or where the termination notice decision is upheld by the Regional Director your placement at the Home will terminate on expiry of our termination notice.
- 10.7 It is your responsibility to remove all of your belongings from the Home by the date of termination. We shall have no responsibility for the removal, transportation and insurance of your belongings. Failure to remove your belongings from the Home by the date of termination will result in the following:
- 10.7.1 we will remove your belongings from your room and, where possible, store them at the Home. However, where your belongings include large bulky items (e.g. furniture), we may need to arrange for off-site storage;

- 10.7.2 we shall have the right to charge you our reasonable costs for removal and storage of the belongings where such costs are reasonably incurred. Costs of storage will be calculated on the basis of the daily rate of a reputable storage firm;
- 10.7.3 if after twenty eight (28) days of the date of termination, any of your belongings remain in the Home or in off-site storage, we shall have the right to give you at least fourteen (14) days' written notice before we dispose or sell your belongings. We are likely to decide to sell your belongings where we consider they are of material financial value (e.g. jewellery);
- 10.7.4 where we sell an item, we will try to obtain a reasonable price for it, and if any monies are received from the sale, we shall refund you an equivalent amount (less our reasonable expenses for arranging the sale) within thirty (30) days following the sale.
- 10.8 Termination of this Agreement, in whatever way it occurs, shall not affect rights and obligations that arise out of anything done or omitted before termination or in respect of the period prior to such termination and any outstanding Fees or Additional Costs due and payable to us shall continue to be payable under this Agreement.

11 In the event of your death

- 11.1 In the event of your death:
- 11.1.1 this Agreement shall terminate, except for terms that are intended to continue afterwards;
- 11.1.2 any outstanding Additional Costs or other fees due and payable to us under this Agreement shall be charged to your estate.
- 11.2 If someone with apparent power to act on your behalf and/or your requests in writing to delay the clearing of your room for a period which is beyond three (3) days after the day of your death, provided we have the approval of the relevant Authority and subject to agreement about payment of reasonable fees until the room is cleared, we will not unreasonably withhold consent to such a request.
- 11.3 Subject to any extended period agreed under clause 11.2, it is the responsibility of someone with apparent power to act on your behalf and/or your estate to remove all your personal belongings from your room within three (3) days from the day after your death. We will take reasonable steps to contact someone with apparent power to act on your behalf and/or your estate before we remove your belongings from your room. Where we need to prepare the room for subsequent occupation after this three (3) day period:
- 11.3.1 we will remove your belongings from your room and, where possible, store them at the Home. However, where your belongings include large bulky items (e.g. furniture), we may need to arrange for off-site storage. We shall have the right to charge your estate our reasonable costs for removal and storage of your belongings. Costs of storage will be calculated on the basis of the daily rate of a reputable storage firm; and
- 11.3.2 if after twenty-eight (28) days from the day after your death, any of your belongings remain in the Home or in off-site storage, we shall have the right to give someone with apparent power to act on your behalf and/or your estate at least fourteen (14) days' written notice before we dispose or sell your belongings. We are likely to decide to sell your belongings where we consider they are of material financial value (e.g. jewellery). Where we sell an item, we will try to obtain a

reasonable price for it, and if any monies are received from the sale, we shall refund you an equivalent amount (less our reasonable expenses for arranging the sale) within thirty (30) days following the sale.

- 11.4 If we hold any cash for you if you die, we shall only be required to transfer such amounts to your executors or other legal personal representatives.

12 Notices

- 12.1 Any notice under this Agreement to you will be validly given if sent by first class post or hand delivered.
- 12.2 Any notice you or your Representative send to us will be validly served if sent by first class post or hand delivered to the home manager at the Home.
- 12.3 Notices sent by post will be deemed to be received forty-eight (48) hours after posting.

13 Personal Finances

- 13.1 Subject to clause 15.2, we do not accept responsibility for your personal finances.

14 Personal Belongings

- 14.1 Small items of personal furniture may be brought into the Home with the prior agreement of the Home's manager. It is your responsibility to ensure that such items are clearly marked with your name. Please see clause 16 in relation to your obligations to insure your belongings.
- 14.2 You must not bring into the Home soft furnishings which are not certified as being fire retardant.
- 14.3 All your personal clothing must be clearly labelled and documented on admission and during your stay in the Home. This is your responsibility and is a simple precaution that will reduce the risk of your clothing being mislaid or lost. A member of staff should be informed of and shown any clothing or articles brought into the Home for you at any time, for the purpose of documenting and/or labelling.
- 14.4 We agree to provide a laundry service for your clothing that are machine washable at a minimum temperature of 40 degrees and are able to be tumble dried (but our laundry service does not include professional dry cleaning or hand washing of any item).
- 14.5 The Home shall not be responsible in any way for damage or loss to your furniture, clothes or other personal belongings unless the Home has been negligent, fraudulent or breached this Agreement in respect of your furniture, clothes or other personal belongings, in which case the limitations in clause 18 will apply.

15 Insurance of Personal Belongings, Cash and our Administration of Additional Costs

- 15.1 You are responsible for insuring to full replacement value all personal belongings, including furniture, brought into the Home. For the avoidance of doubt, this responsibility to insure continues in any period of absence from the Home and after your death, until all your belongings have been removed from the Home.
- 15.2 Residents having cash on their person or in their room risks loss or theft of that cash and could create potential issues about the circumstances of such loss or theft. Our strong preference and recommendation is that any cash is held securely by us. We will not be held

liable for any loss of your personal money that is not deposited with us unless the Home has been negligent, fraudulent or breached this Agreement in respect of your cash.

15.3 If at any time you wish to hold cash in your room or personally you must make your own independent insurance arrangements in relation to your cash.

15.4 We do not pay interest on any monies, whether cash or other, that we hold for you.

16 Electrical Items

16.1 You must make available to us promptly for inspection all electrical items you bring into the Home at any time, and must not use such items if they have not been inspected or fail the inspection.

17 Variations

17.1 In addition to the provisions in this Agreement relating to changes in Fees, we shall have the right to make variations to the terms of this Agreement from time to time if, in our opinion, it is necessary or appropriate because of:

17.1.1 the introduction of new or amended legislation; and/or

17.1.2 to meet the changing needs of our residents; and/or

17.1.3 to improve our service.

17.2 Variations will be notified at least twenty eight (28) days in advance and will take effect from the date stated in the notice, which shall be the expiry date of such notice or a later date stated in the notice.

18 Liability

18.1 Nothing in this Agreement shall exclude or limit liability for:

18.1.1 death or personal injury resulting from negligence by us or by our agents or employees; or

18.1.2 any breach of statutory obligations imposed on us in providing you with goods and/or services; or

18.1.3 our statutory responsibility for any defective products; or

18.1.4 fraud, fraudulent misrepresentation; or

18.1.5 any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

18.2 Subject to clause 18.1, we shall not be responsible or liable to you or any other person for any losses (including any indirect, economic or consequential loss or special damages) that you suffer as a result of our failure to comply with this Agreement or otherwise arising out of or in connection with your stay at the Home, except for those losses which we could reasonably foresee would result from a failure to comply with this Agreement or breach of duty to you.

- 18.3 Subject to clauses 18.1 and 18.2, our total liability to you in respect of any loss of, or damage to your belongings shall be limited to £1,000 per incident and to £10,000 in total for all claims.
- 18.4 Subject to clauses 18.1, 18.2 and 18.3, our total liability to you or any other person under this Agreement or otherwise arising out of or in connection with your stay at the Home shall in no event exceed £1,000,000 however such claim arises including breach of contract or in tort (negligence or other tort), misrepresentation or breach of statutory duty.
- 18.5 Subject to clauses 18.1, 18.2, 18.3 and 18.4, we shall not be liable to you or any other person under this Agreement or otherwise arising out of or in connection with your stay at the Home to the extent that you are not vaccinated against COVID-19 (including any appropriate booster vaccinations) using a COVID-19 vaccine approved by the UK's Medical and Healthcare Products Regulatory Authority.

19 Equal Opportunities

- 19.1 We support the principle of equal opportunities and oppose all forms of unlawful or unfair discrimination on the grounds of colour, race, nationality, ethnic or national origin, sex, marital status, religion or similar belief, sexual orientation, age or disability.

20 Data Protection

- 20.1 We shall comply with all Applicable Data Protection Law in relation to Personal Data.
- 20.2 We gather information relating to you to allow us to process any registration or any booking which is made and for the purpose of issuing invoices and generally for the purpose of your stay at the Home and better ensuring that we meet your needs and the wellbeing and safety of you, other residents, Representatives, visitors to the Home, and staff.
- 20.3 It is also used to communicate with you and others (such as your Representative) on matters relating to the arrangements concerning your stay, including (i) for medical purposes, and for the purpose of communication with general practitioners, and other health and multi-disciplinary professionals who are bound by the duty of confidentiality and (ii) in relation to financial aspects, our dealings with any Third Party Contributors or Local Authority about funding or payment for your stay.
- 20.4 If any of the information that you or your Representative provides to us changes, please inform us.
- 20.5 If our business is to be sold or integrated in whole or in part with another business, details about you and any other relevant person may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

21 General

- 21.1 All terms and provisions of this Agreement shall be binding upon and shall enure for the benefit of the parties to this Agreement and their respective personal representatives and other successors in title.
- 21.2 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or

part-provision pursuant to this clause 21.1 shall not affect the validity and enforceability of the rest of this Agreement.

- 21.3 In addition to our obligations to look after you and your welfare, we have similar obligations to other residents, their visitors and our staff. If we have reasonable grounds for believing that any visitor poses an immediate, significant risk to any resident, another visitor or staff (e.g. the visitor is physically abusive or verbally threatened to be so), we reserve the right to exclude them from the Home immediately and shall involve the police and other authorities as appropriate. Where the risk is not immediate and significant, having undertaken an assessment and discussed the incident or behaviour of the visitor with them, we shall notify that visitor and the resident whom they are visiting of any warnings as to future conduct or any conditions or limitations for future visits, and in cases of significant risk to residents, other visitors or staff, that they are not permitted to visit the Home. Any such steps will be reviewed if the visitor or the resident the visitor is visiting requests a review and those steps and the outcome of any review can be challenged by invoking our complaints procedure.
- 21.4 You shall promptly on demand pay or reimburse us in full our reasonable costs, court fees and other expenses of any kind (including without limitation legal costs and expenses incurred by us in connection with actual or threatened Court eviction proceedings we may take in the event that notwithstanding this Agreement has been terminated you have not left the Home.
- 21.5 No relaxation, forbearance or delay by us in enforcing our rights under this Agreement shall affect our rights under this Agreement neither shall any waiver by us of any breach by you operate as a waiver or otherwise affect our rights under this Agreement in relation to any subsequent or continuing breach.

22 Governing Law

- 22.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 22.2 Each party irrevocably agrees that the courts of England and Wales shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.