



Ashmore Nursing Home Ltd

Agreement of Occupancy

Created by:

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on behalf of Ashmore Nursing Home

Registered Person: Mr D King

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INTRODUCTION

This document sets out the respective rights and responsibilities of we, the staff and management of Ashmore Nursing Home Limited and you, relating to your prospective residence in the Home. The Home aims at all times to achieve the national minimum care standards and comply with the full range of care home regulations. Ashmore Nursing Home is registered with the Care Quality Commission which is responsible for ensuring that standards are maintained. Our philosophy, aims and how we provide our services are fully explained in our Statement of Purpose and Service User's Guide, which is included in the Home's brochure.

We recognise that providing good care is a co-operative process and we will attempt to consult you and where appropriate, your relatives, friends and representatives at all times and as fully as possible.

DEFINITIONS

TRIAL PERIOD

Your residence in the home for the first calendar month is on a "trial basis" so that if during or at the end of a period either you or the Home's management regard the arrangement as unsatisfactory for the long term, the agreement may be terminated with reasonable notice from either side. However, if you decide to leave before the end of the trial period, the remainder of the fee will not be returnable except in exceptional circumstances.

PERMANENT RESIDENCE

Once it is decided that you will stay following the trial period, we will continue to provide you with your accommodation, care and support services for as long as you need; taking into consideration our capacity and abilities to meet your needs satisfactorily. The circumstances under which it is decided that it may no longer be or is no longer possible for us to provide for your needs will always be discussed with you, in relation to your agreed plan of care and reviews we undertake in connection with it. Similarly, you may wish to discuss at any time whether you are considering leaving and we would respect your wishes in this regard. One calendar month notice is required from both parties on terminating the agreement in writing, fee non-refundable.

FEES

Fees are payable monthly, in advance from the date of admission. No room will be held until a contract is signed. This is the amount we charge for your accommodation and services provided by Ashmore Nursing Home.

Invoices are issued from admission date and thereafter at the start of the month and payment is required no later than 14 days from date of invoice. Fees can be paid by standing order/online payment or cheque (*see

procedures of payment) if paying for a partial month, the amount is calculated from admission date as day 1 and then calculated for the number of days due.

No refunds are made in respect of part of a month if the contract is terminated by the resident, irrespective of the reason. In the event of changing to a social services contract for supporting payment of fees, Ashmore Nursing Home Limited may only be able to accept this contract providing there is a third party top-up agreement in place that equals social services contract rates up to the current weekly fee due.

Your fee levels are reviewed annually. Such reviews will be taken after consideration into all aspects of individual care needs, and the base line of any fee increase will be founded on the rate of inflation and any other increases in costs providing the required standard of care. The Home will give 4 weeks notice of any increase in fees. However, in conjunction with our philosophy of care and continual assessment process as to individual need, the fee level may be reviewed at other times before the annual review date.

DESCRIPTION OF CARE AND SERVICES COVERED BY YOUR FEE

We undertake within the fees that have been agreed to provide you with:

- Your room and accommodation
- Heating, lighting and water
- Three main meals each day, with mid morning, mid afternoon, late evening drinks and snacks all being available
- Facilities for drinks and refreshments available, for same to be supplied to you at anytime.
- Laundry undertaken on premises.
- Access to both lounges, conservatory/garden room, both dining rooms and garden, which are available to all residents.
- Care and support from staff to help you with any difficulties you may have in daily living, as recorded and agreed in your plan of care.
- Access to and use of aids and appliances available in the Home, which are used according to individual needs, such as hoist, lift and use of wheelchairs when/if necessary.

ADDITIONAL SERVICES NOT INCLUDED IN YOUR FEE

The fees do not include:

- The cost of any daily papers and similar items you wish to purchase.
- Hairdressing charges – if you use the service of the hairdresser who visits the Home.
- Any health services that you wish to purchase privately or that are not covered by the normal national health services to which you are entitled.
- Travel costs, if for example you decide to use public or private transport for social reasons.
- The costs of additional aids and appliances that you seek to purchase for your own comfort and that are additional to those which you are entitled from health and social services.

TEMPORARY ABSENCES

If the accommodation is vacated by the resident on a temporary basis (e.g. stay in hospital, holiday with relatives) and the bed is retained, the full fee is payable. The situation would be reviewed after 6 weeks and re-assessment of the position made.

We undertake to keep your room empty and secure during any temporary absence. If it appears that you may not be able or wish to return to the Home for any reason, after such an absence, we would consider whether the contract should be terminated and the normal notice period of 1 calendar month would apply once the decision has been taken. We would always seek to ensure that any such termination was by mutual consent.

PROCEDURES FOR PAYMENT OF FEES

Once you decide to move into the Home, you (or your named representative/funder) will be expected to pay one month's charges in advance to begin on the date of your admission to the Home.

Thereafter you/they will be invoiced so as to provide monthly payments in advance on a set date, preferably by standing order or online banking. All payments must be received within 14 days of date of invoice.

For standing order and online banking payments, the details you require are:

Name: Ashmore Nursing Home Limited, Account Number: 29704168 and Sort Code: 30-64-22.

*We can also accept cheque payments. All cheques should be made payable to "Ashmore Nursing Home Limited" and sent to the address Ashmore Nursing Home Limited, Barningham Road, Stanton, Bury St Edmunds, Suffolk, IP31 2AD.

All cheques payments must be received within 14 days of date of invoice.

If you give notice of leaving (1 calendar month's notice is the requirement) you will be charged for the full month irrespective if you leave the home within the notice period.

PARTICULARS

This home as part of its contractual obligations towards you, the resident, undertakes to provide you with the following.

Accommodation to be occupied.

We are able to offer you a single room with ensuite facilities. Your room is your own and will be treated as your own private space. We will only modify how you decide it should be arranged in order to comply with regulations. You are welcome to bring to your room any personal items and furniture that can be practically and safely installed. For our part, we undertake to provide you with the following items:

- A clean, comfortable bed suitable for your needs
- Suitable linen which is cleaned regularly

- Curtains
- Overhead and bedside lighting that acts as a reading lamp
- Comfortable seating with further chairs available for visitors
- Drawers and enclosed hanging space for clothes
- Two accessible double electric sockets
- A bedside table
- A wash and hand basin and toilet
- Carpeted floor cover
- A lockable cabinet for money, valuables or medication (if you wish to continue self-medicating)
- Keys to your room if required

If you have any problems with the accommodation presently available, we will consider any reasonable request to find an alternative, if and when available.

PERSONAL POSSESSIONS

You are encouraged to have your own personal possessions in the Home, subject to Health and Safety and Fire Risk assessments. If you have items of significant value that you wish to keep, it is advisable that you keep them safe in your lockable cabinet or preferably in the Home's safe, depending on their value and importance to you. Our staff will attempt to provide security for your possessions, but no responsibility can be accepted on items you keep in your own room. All clothing should be clearly marked with your name. The Home will make every effort to prevent damage to clothing.

HEALTH

The Home will promote and maintain your health and ensure access to health care services.

In particular it will:

- Support you to look after yourself wherever possible
- Help you to maintain your personal oral hygiene
- Identify pressure wounds or the risk of developing pressure wounds and undertake appropriate action
- Where necessary seek and act on advice on continence and ensure that the necessary aids and equipment are provided and used
- Monitor your psychological health and ensure that preventative and restorative care and support are provided
- Provide you with appropriate opportunities for exercise and physical activities
- Identify and act on any risk of falling
- Regularly assess your dietary needs and with your permission monitor your weight gain or loss
- Enable you to register with a GP of your choice
- Facilitate access to any specialist medical, nursing, dental, pharmaceutical, chiropody and therapeutic services you may require, as well as hospital and community health care
- Provide you with information and advice about entitlements to health care

- Inform your next of kin or representative of any serious illnesses you might contract and in the event of your dying while a resident in the Home.

MEDICATION

The Home maintains a clear policy and stringent procedures in accordance with best practice pharmaceutical guidelines for all aspects of handling your medication. It keeps records of all medication administered including if you are responsible for your own medication or where staff are responsible for giving it to you.

GENERAL CARE

The Home undertakes to make available sufficient staff to meet all your care needs. It carries out a full assessment of your care needs before admission and re-assess them regularly.

Every person coming into this home has a plan of care which is drawn up with your full involvement and reviewed at least monthly.

The plan of care sets out in detail the actions needed to be taken by care staff to meet all of your health, personal and social care needs.

HEALTH AND SAFETY

The Home maintains as far as practical, the health, safety and welfare of everyone living and working in the Home. We are committed to achieving full compliance with all relevant legislation and guidance.

This will mean for you in particular:

- Taking part in regular fire safety checks and practices and observing all fire regulations including the Home's smoking policy
- Being lifted and transferred anywhere in line with our manual handling procedures
- Being encouraged to develop good hand washing and other practices that help to reduce and control the risks of infections spreading throughout the Home.

SMOKING POLICY

By law, smoking is not permitted anywhere inside the Home and we have also extended this to all outside areas of the Home also. You are asked at all times to observe the Home's no-smoking policy.

VISITORS

You are welcome to have visitors at any time in your room or one of the communal areas. In the interest of general safety, your visitors are asked to sign in and out and to inform staff on duty if you all go outside the premises for a walk etc.

COMPLAINTS

The Home's complaint procedure is displayed at the front entrance to the Home and a copy is included in the Home's brochure for you to keep.

You can be assured that the Home's management and staff will address and respond to any complaints or concerns you may have about the care and service you receive while living at the Home.

INSURANCE

The Home is properly insured but would advise that any valuable personal items (TVs, gold, silver, particular individual items etc) should be insured by you. It is important that the Home's management are notified in writing of the existence of such valuables to avoid any issues in the event of a claim. Cash is not covered unless given to the Home's management for safekeeping.

Rights and Obligations of the Resident and Registered Provider and who is liable if there is a breach of contract.

The Home's aim is to always make you, the resident, as comfortable as possible.

The home respects your right to treat your room as your own personal space. At the same time it expects you to respect the need for the Home to keep the appearance of the room to a good material standard and acceptable standards of tidiness and cleanliness.

The Home will, if you want, allow you to bring in any item of furniture to replace that provided by the Home (provided it fits reasonably well and is in good order and any other valued possessions).

The Home undertakes to keep your room clean and tidy by checking daily and carrying out any tidying and cleaning need, working to your wishes as far as possible on how and when this work should be carried out.

The Home will need to have regular safety checks carried out on any electrical appliances used by you.

The Home does not accept responsibility for the security of items, including money, kept in your room. The Home asks every resident not to keep valuable items or large amounts of money (locked away or not) but if necessary to deposit these into the Home's safe for safe-keeping.

There will be occasions when the staff of the home will need to enter your room for the reasons of health and safety checks or the carrying out of essential maintenance and repairs. The Home will seek to notify or check with you first when it needs to gain entry in this way.

Where you (or someone acting on your behalf) has considered that the Home has failed to fulfil its contractual obligations, you/they should use the complaints procedure to have the issue fully addressed.

Where the Home considers that you may have breached your contractual obligations it undertakes to investigate the matters fairly and will only seek to ask you to leave as a last resort.

The Home recognises your right to appeal against any decision it takes to you give you notice and you will be notified of the procedure to follow.

There are a number of the Home's document and policies that can have implications for the contractual relationship which might be referred to where any such matters need to be investigated. These include the Statement of Purpose, service user's guide, policies on needs assessments and care plans, health care and medications and policies that describe limits and boundaries about staff and residents behaviour and conduct.

BREACHES OF CONTRACT

- The following would be considered by the home as a breach of contract and result in you being asked to leave:
 - Where your behaviour causes so much disruption to the running of the Home to the extent where its standards are being compromised and is impairing the quality of life of other residents.
 - Where your physical and mental conditions so change so that the Home cannot continue to meet your needs without being in breach of its registration status.
 - Where the Home does not have the resources or level of resources to meet your expressed needs and wants.
 - Non Payment of Fees

- The following could be considered by you, the resident, or your representatives as a breach of contract
 - Where you consider the Home has not fulfilled its duty of care towards you
 - Where you consider that the Home has not fulfilled its obligations to provide a reasonable standard of care as identified in your needs assessment and plans of care.
 - Where you consider that the Home has breached the care home regulations in its treatment of you or has not safeguarded and protected you as it legally must do
 - Where the Home has not provided you with the service and facilities that you were led to expect it would from the information provided to you when applying to come and live in the Home.

TERMINATION

In the event that either we are no longer able to accommodate you appropriately or you wish to leave the Home for any reasons, we expect there to be 1 calendar months notice of termination of residence from either party. A shorter period will be applicable only in situations involving emergencies.

Where it is thought there has been a breach of contract on the part of the resident, the Home might seek to issue you with 1 calendar months notice to vacate the room and to leave the Home.

If you do not return following an agreed temporary period of absence, resulting in non payment of fees, the home might seek to issue you with a notice to leave as well if you are resident and fees are not being received.

DEATH

We apologise for including these next clauses in your agreement but we think it is better to be open about the issue. In the event of your dying while resident in the Home, we will make arrangements with your next of kin or person responsible for your affairs to pay off any outstanding fees and charges and for clearing your room and possessions. He or she will be responsible for funeral arrangements. We will do this in a sensitive manner.

Your account will be finalised and final payment would include 1 week's fee after your date of death. The Home undertakes not to have the room reoccupied while it is still in receipt of payment from the previous occupant.