



## TERMS AND CONDITIONS OF RESIDENCE

at

### **Sibbertoft Manor**

**Pretty 333 Ltd Sibbertoft**

**1. NAME OF RESIDENT:**

**2. STARTING DATE OF AGREEMENT:**

(Any part of a day of arrival or departure counts as a full day.)

**3. TRIAL PERIOD**

The Resident will initially be accommodated on a room & trial basis of one month. If at, or before, the expiry of the trial period the Resident or the Proprietor should decide that permanent residence would not be satisfactory, for whatever reason, residence may be terminated with immediate effect by either party giving notice in writing to the other and the Resident will vacate the home. Fees will be payable from the beginning of the trial period.

**4. PERMANENCE**

Every endeavor will be made to keep the Resident in the home even if sick provided that the doctor is satisfied that the home can give adequate care - with the support of national and community health services, where appropriate. However, the Proprietor reserves the right to require the Resident to leave:

- a) if the home is unable to give or to arrange for the Resident to receive the level of care required; or
- b) if the Resident causes disharmony in the home.
- c) If there is a valid reason why a resident should change to a more appropriate room within Sibbertoft Manor then this may be arranged after discussion with the resident and relatives/representatives.

**5. NOTICE PERIODS**

After the completion of the trial period referred to in clause 3 above, either party may terminate the residence by giving one month's prior notice in writing to the other.

The Proprietor may terminate the residence with immediate effect, without penalty, if on medical advice, it is decided that the Resident is in need of a level of mental or physical care that the home is not capable of providing and relocation

to a nursing home, hospital or other source of specialist care on a permanent basis is necessary.

If the Resident is required to leave, for whatever reason, the Proprietor undertakes to make every effort to find suitable alternative living arrangements before the expiry of the period of notice. However, the Proprietor can accept no responsibility if these efforts are not successful.

## **6. FEES**

Fees are a week but are also kept under continuing review in the light of changes in the level of care required by the Resident in Room

The fee previously quoted above will be subject to confirmation at the end of the trial period in accordance with the pattern of care, which is established at that time in the light of experience. In addition, the Proprietor reserves the right to change the fees payable at any time:

- i) if the Resident changes his/her bedroom to one of a different standard or category
- ii) if increases in running costs, in the Proprietor's sole discretion, justify such a change.

One month's prior notice of any change in fees will be given in writing to the Resident and/or the family (or other approved) representative.

Fees will continue to be payable for a period of seven days after the death of a Resident.

## **7. LIABILITY FOR FEES DURING TEMPORARY ABSENCE**

Normal fees at the full current rate will be charged to the Resident.

## **8. RESERVATIONS**

A prospective Resident may ask, in writing, for a place in the home to be reserved in which case a deposit calculated at the room rate per month will be required, payable in advance for the whole period agreed whether or not the accommodation is occupied by someone else during any part of the period involved. In the event that the prospective Resident does not take up the place, a pro rata refund may be agreed.

## **9. RESPONSIBILITY FOR FEES**

The Resident and/or the family (or other approved) representative who signs this document as party to the agreement accepts personal responsibility and liability for all the terms and conditions of residence as well as the payment on demand of all fees, charges, extras etc as may be claimed under this agreement.

If the Resident's affairs are to be managed by the court of protection, his/her representative undertakes to accept responsibility for any debts accruing to the home before and whilst the Resident's affairs are being so managed. The Residents' obligations are listed in Schedule 2 at the back of this agreement.

#### **10. FINANCIAL ADVICE**

Residents who are unable or who prefer not to control their own financial affairs are advised to arrange to receive independent financial advice from a specialist source (solicitor, bank, accountant, independent financial advisor, next-of-kin etc). Sources of appropriate and independent advice can be identified by the Manager but neither they nor staff can accept any responsibility for or interest in a Resident's financial resources or estate.

The Manager will handle a Resident's money or pension books where requested to do so.

#### **11. CARE SERVICES**

a) The agreed fees will cover the provision of:

- the agreed pattern of care
- furnished accommodation
- light
- heat
- all meals and drinks
- normal washing and ironing of machine washable clothing
- hairdressing - Perms and cutting
- chiropody
- newspapers/ magazines
- transportation to appointments/hospital visits

b) The agreed fees do not cover the purchase or provision of additional personal goods and services as indicated below: (tick as appropriate)

- clothing
- batteries
- private television and telephones
- non-prescription medicines
- spectacles
- stationery
- physiotherapy
- hearing aids

dry cleaning

Dentistry

- c) The agreed fees will not cover items of a luxury or personal nature, other treatment or care requested or necessitated by a Resident's state of health not provided by the NHS. Items not covered by the agreed fees should normally be paid for at the time of purchase by the Resident. Alternatively and by prior agreement, the Proprietor will organise the purchase and/or supply raising a separate invoice for settlement under normal terms.
- d) Additional and/or special short-term care outside the agreed standard pattern will also be charged separately. Any change in the level of a Resident's care services will take place only after discussion between the home and the Resident and/or the family (or other approved) representative and/or (in appropriate cases) the Local Authority care officer.
- e) Additional Proprietor's obligations are set out in the First Schedule.

## **12. USE OF AND ACCESS TO FACILITIES**

All facilities of the home including bathrooms, lounges, gardens, and other communal areas are available for unrestricted use by the Resident.

In the interests of all parties, the following considerations are requested:

- Family and friends are encouraged to visit at any time. Meals can be provided by prior arrangement.
- Electrical appliances should be introduced and used by Residents only after inspection and approval by the Manager. Use of personal appliances is at the Resident's own risk.
- All clothing must be name taped on admission to the home.
- Domestic pets or animals can only be brought into the home by the Resident or visitor with the prior consent of the Manager.
- Residents are encouraged to become involved in the social and recreational facilities available in the local community and to sustain a full social life outside the home through friends and family. However, Residents must give advance warning of the intention to be away from the home particularly for meals or overnight. (It may be necessary for any medications, which might be required during the proposed period of absence to be prepared.)
- Residents are advised to carry some form of identity in their handbag or wallet at all times.
- Within the terms of the Residents' Charter, the Proprietor will seek to reach agreement with each Resident regarding the storage and administration of prescribed drugs and/or medication for personal use.

**13. TENURE OF ROOMS**

Although every effort will be made to accommodate and retain the Resident in the room of his/her choosing, the Proprietor reserves the right to negotiate the transfer of the Resident to other accommodation within the home if necessitated by medical, social, practical or other significant considerations including the repair, maintenance, redecoration or refurbishment of the room or the home. In such cases, every effort will be made to allocate a room of similar or higher standard than that temporarily vacated.

**14. INSURANCE OF PERSONAL POSSESSIONS**

Residents' personal possessions, valuables and money are not insured by the home. Residents are advised to arrange their own insurance for such items. Beyond minimum statutory obligations, the Proprietor can accept no responsibility whatsoever for a Resident's personal effects that are lost, stolen, damaged, destroyed or mislaid through the Resident's own actions. Residents must not keep large sums of money in the home.

**15. SMOKING**

To comply with fire regulations and for the safety of everyone in the home, Residents and their families are advised there is a strict "No Smoking" policy in the home.

**16. ALCOHOL**

Residents are permitted alcohol provided that its use is not individually prohibited on medical grounds or that drinking does not give rise to disruptive, violent or other anti-social behavior. Personal alcohol will be stored in a drinks cabinet for individual residents and named accordingly.

**17. VACATING OF ROOMS**

When the Resident leaves the home or permanently vacates the room for whatever reasons, all furniture and personal effects must be removed with the minimum of delay. If possessions and effects are not removed within seven days, they will be disposed of at the Resident's expense. The room will be paid for seven days following vacation and therefore the processions have this amount of time before removal.

**18. OTHER IMPLIED CONDITIONS**

The official brochure produced by the home (containing statements about such matters as the broad care philosophy, the general aims and objectives, location, the range of care and other facilities available, activities, support services on site, staff, meals etc.) should be regarded as an integral part of the agreement binding upon both parties. A copy will be provided on request. In case of any discrepancy between the two, the terms of this document supersede any statement made in the brochure.

**19. INDIVIDUAL CARE PLAN**

As soon as possible after admission to the home has been proposed (or completed in the case of an 'emergency' admission), the Proprietor will enter into negotiation to produce a mutually acceptable care plan which will define in detail the nature and extent of the care which the home undertakes to provide. This individual care plan, based on an assessment of the Resident's care needs, will be produced in consultation with the Resident, their family/representative and the Multi-disciplinary team. The Proprietor will be contractually bound to provide the range of services identified within this care plan which will be kept under continuing review.

**20. GRATUITIES AND GIFTS**

Staff are forbidden to accept gifts from Residents or their relatives without the prior written consent of the Manager except small token presents on special occasions. Staff are not allowed to act as witnesses nor to become executors of Residents' wills.

**21. WILLS**

Each Resident should make a will and make sure that their current will reflects their wishes and desires in respect of their next of kin, any family and friends.

**22. FORMAL NOTICES AND CORRESPONDENCE**

All notices or correspondence to this agreement will be delivered to the following persons.

**ALTERATIONS AND AMENDMENTS TO AGREEMENT**

One month's notice in writing will be given by the Proprietor of any intended change to the terms of this agreement.

**23. COMPLAINTS PROCEDURE**

In the unlikely event that a Resident (or approved representative) has a complaint, they can speak or write to the Care Manager or Owner. The procedure on how to deal with it is displayed in the Homes entrance hall. All complaints or concerns will be responded to within 28 days. If you have complained and are unhappy with the response, there are a number of actions you can take, depending on how your care is funded: -



- **Council-funded care** – You can make a complaint to your council if it pays for your care.  
**Northampton County Council - 0300 126 1000**  
**Leicestershire County Council - 0116 232 3232**  
**Leicester City CCG - 0116 295 1129**  
**East Leicestershire and Rutland CCG - 0116 295 5105**  
If you are unhappy with the outcome of your complaint, you can contact the  
**Local Government Ombudsman - 0300 061 0614**
- **Self-funded care** – If you pay for your care yourself, you can contact the  
**Local Government Ombudsman - 0300 061 0614**

Although the Care Quality Commission are not a complaints agency and do not investigate individual complaints they will take into account any views expressed in planning inspections to assess whether regulations are met. The address is:

Care Quality Commission    Tel – 0300 061 6161  
Citygate  
Gallowgate  
Newcastle upon Tyne  
NE1 4PA



I have read and accept these conditions.

Signed by/on behalf of the Resident:

..... Date.....

Address: .....Post Code.....

If signing on behalf of a Resident, please indicate your relationship:.....

Signed on behalf of Sibbertoft Manor

..... Date.....



# Sibbertoft Manor

Nursing & Residential Care Home

## SCHEDULE 1

### THE PROPRIETOR'S ADDITIONAL OBLIGATIONS

The Proprietor agrees:

- 1 To allow the Resident to occupy his or her room without interruption or interference by the Proprietor, except where reasonable access is required for cleaning or refurbishing the room or providing personal (and nursing) care to the Resident;
- 2 To order, take charge of and administer the Resident's prescribed medication if, for any reason, the Resident is unable to do so himself or herself;
- 3 To enlist the support of the NHS as necessary to enable the Resident to remain in the home, if he or she is ill, unless the Resident's GP recommends that alternative arrangements be made;
- 4 To respect the Resident's cultural or religious beliefs and to provide reasonable facilities for the Resident to continue to follow such beliefs;
- 5 To take into account the Resident's needs and preferences in the provision of facilities such as the quantity and nature of meals;
- 6 To consult the Resident before any changes are made to the home's services, policies and procedures which may affect the Resident;
- 7 To allow the Resident access to his or her personal records; and
- 8 Not without the Resident's consent to divulge to any person any confidential information about the Resident.

# Sibbertoft Manor

Nursing & Residential Care Home

## SCHEDULE 2

### THE RESIDENT'S OBLIGATIONS

The Resident/Resident's representative (as appropriate) agrees:

1. To pay the fees as and when they fall due;
2. To provide for clothing, footwear and items of a luxury or personal nature from (his)/(her) own resources;
3. To report any faults in or repairs needed to furniture or equipment, which is the responsibility of the home;
4. To pay the cost of putting right any damage done to the accommodation, furniture or equipment by the Resident or (his)/(her) visitors;
5. Not to remove or change the fixtures and fittings in (his)/(her) room without the proprietor's permission;
6. Not to cause a nuisance or annoy neighbor's, staff and other Residents;
7. Not to harass or offend anyone in any way which stops them feeling comfortable in the home because of their race, ethnic origin, religion, gender, sexuality, age or disability;
8. Not to do anything which disrupts another person's right to live in the home or which causes them physical harm;
9. Not to play a radio, television, record, tape, compact disc or musical instrument so loudly that it annoys the neighbor's or other people living in the home; and
10. Not to use any prescribed or un-prescribed medication without the proprietor's knowledge or approval.