

# TERMS AND CONDITIONS OF RESIDENCE

SUNRIDGE COURT

PART OF

**JEWISH CARE**

## ABOUT JEWISH CARE

*Jewish Care is Anglo-Jewry's largest health and social care organisation, providing the highest levels of support to the most vulnerable members of our Community, 24 hours a day, seven days a week, mainly in London and other areas of the south-east of England. We provide a wide and comprehensive range of services for older people, visually impaired people, people with mental health problems, people with physical disabilities, Holocaust Survivors, their carers and families.*

In these terms and conditions, the "Proprietor" means Jewish Care's Sunridge Court. Any reference in these terms and conditions to the "Home" is a reference to the residential or nursing home in which you reside now, or any other Jewish Care home you reside at in future.

## ABOUT THIS DOCUMENT

This document sets out the Proprietor's general terms and conditions that will apply if you decide to reside in one of the Proprietor's homes. This document has four sections: **A, B, C, D** and **E**.

- Section A** - Applies to **all** residents
- Section B** - Applies to **self-funded** residents
- Section C** - Applies to **local authority funded** residents
- Section D** - Applies to **NHS funded** residents
- Section E** - Applies to **respite** residents

There are 4 types of residence in Jewish Care's homes; all receiving the same high quality of care:

- "self-funded resident"** If the resident or someone on the resident's behalf (other than a local authority or public body) pays for all of the Home's charges or the resident is receiving temporary public funding from the local authority (for example under the terms of a Deferred Payment Arrangement whilst the resident's house or flat is being sold).
- "local authority funded resident"** If the resident's fees are paid wholly or in part by the local authority.
- "NHS funded resident"** If the resident's fees are paid wholly or in part by NHS Continuing Healthcare payment.
- "respite resident"** If the resident has been admitted to the Home on a temporary basis and for a fixed period, either local authority, NHS or self-funded.

Please ask a member of the Living with Jewish Care team if you are not sure which of the above applies to you or if you are not sure which section(s) of these Terms and Conditions apply to your stay in the Home.

These terms and conditions may be amended from time to time to reflect changing circumstances and operational requirements affecting the Proprietor's Homes. Residents will normally be given at least four weeks' notice of any changes to the Proprietor's Terms and Conditions of Residence and the amended Terms and Conditions will then apply. The Proprietor reserves the right to give shorter notice in appropriate circumstances.

## Section A

### Terms and Conditions for ALL residents

#### GENERAL

##### The Proprietor's Commitment

Jewish Care is a health and social care organisation with the objective of providing care and support to Jewish people in need of such care and support, as outlined above. Jewish Care is committed to treating all individuals with respect regardless of their gender/sexuality.

The Proprietor recognises that one of the primary reasons you have chosen to live in the Home is that you understand that your Jewish culture, religion and beliefs will be respected and indeed celebrated. The Proprietor understands that your culture, religion and beliefs are a very important part of your life.

As such, in consideration for your choosing to reside at the Home, the Proprietor covenants with you to respect your right to lead a Jewish life in accordance with your faith and to take all reasonable steps necessary to facilitate, and all reasonable steps necessary to avoid obstructing, your right:

- ▶ To practice and celebrate Sabbath, Jewish Festivals and High Holy Days and to participate in Jewish traditions associated with these (for example, lighting of candles, special meals and other such traditions)
- ▶ To participate in prayers and religious services
- ▶ To have access to and the right to invite into the Home, members of the Jewish community, Jewish leaders, volunteers and so forth
- ▶ Upon death, to have arrangements in place so that a Jewish burial can take place according to Jewish laws and traditions (including making reasonable arrangements for prompt signing of the death certificate, the use of Jewish undertakers etc. as far as practicable)

#### A1. SERVICES/ITEMS COVERED BY THE STANDARD CHARGE

##### A1.1 The standard charge covers:

- ▶ Personal care and nursing care, where applicable (for privately funded residents please also refer to paragraph B2.11 below in respect of the NHS contribution for nursing care).
- ▶ Full board and accommodation in a room for the resident's exclusive use or, if the resident has chosen to share with a spouse, in a double room.
- ▶ A choice of meals, including snacks and drinks (excluding alcoholic beverages, except when required for religious ritual observance). Special diets are catered for (e.g. diabetic, low fat, diets appropriate to residents living with dementia and dysphagia).
- ▶ Full use of all the communal lounges, dining rooms, bathrooms and any other communal facilities in the Home.
- ▶ The opportunity to join in with occupational and recreational activities run by the Home and the use of recreational facilities. Residents may be asked to make a financial contribution to the cost of some activities or excursions.
- ▶ Assistance with activities of daily living including eating and drinking, mobility, washing, bathing, medication and other like personal services.
- ▶ Personal laundry service by machine washing, excluding dry cleaning (please also refer to paragraph A4.7).
- ▶ Assistance with procuring and accompanying such as for visits to hospital, dentist, optician or private outings. Any expenses incurred by the Home in relation to these arrangements will be charged to the resident.
- ▶ Liaison with the resident's GP, social worker, dentist, chiropodist, optician and other professionals. Any charge made by such professionals must be met by the resident.
- ▶ Regular GP surgeries and consultations in the Home.

**A1.2 The standard charge does NOT cover:**

- ▶ Personal items such as clothing, newspapers/magazines, toiletries.
- ▶ Hairdressing.
- ▶ Outside entertainment. Whilst no extra charge will normally be made for outside events organised by the Home, a 'special event' e.g. a concert, show etc. may incur a small charge.
- ▶ Dry cleaning.
- ▶ Medication, equipment and prescription charges not covered in full by the NHS (for example, continence management aids).
- ▶ Private treatments, such as physiotherapy and chiropody.
- ▶ Private car hire or taxi service.
- ▶ Telephone line installation and service charges, television installation and subscriptions.
- ▶ Staff assistance/escorts for medical appointments.
- ▶ Staff assistance/escorts for private outings outside of the Home (for example, outings that are not organised by the Home).
- ▶ Special equipment not generally available in the Home, including bespoke items such as recliner chairs, wheelchairs, medical aids etc.
- ▶ Provision of copy death certificate.
- ▶ Staff employed directly by the client or their family/advocate to assist the resident in the Home.
- ▶ Additional staffing costs to provide 1:1 care (or other additional care over and above standard personal or nursing care).
- ▶ Meals and refreshments for visiting family or friends.

Charges for these items will be invoiced to the resident (or, if applicable, the resident's estate) in the month in which the charge is incurred and are due for settlement within 14 days. Some items will require funds to be available at the time of purchase as there is no credit facility for many of the above services. The Proprietor reserves the right to charge interest on all sums outstanding after the due date for payment. The rate of interest will be charged at the Bank of England base rate plus 4%, calculated on a daily basis from the due date up to the date of actual payment.

**A2. PERSONAL POSSESSIONS AND PETS****A2.1 (If you are a respite resident, please refer to paragraph E4.1 instead of paragraphs A2.1 and A2.2).**

Within reason and with the agreement of the Home Manager, residents may bring small items of furniture and other possessions with them. Furniture and electrical items must comply with relevant fire and health and safety regulations. All small electrical items (e.g. radios, TVs, CD players etc) brought into the Home by the resident, whether at admission or at any other time, must be tested by a qualified electrician and have a valid portable appliance test (PAT) approval/certification to show that the appliance is safe to use. The use of any untested appliance is prohibited. The Home reserves the right to have any small electrical items brought into the Home by a resident tested by a qualified engineer and to recharge the cost of such a test to the resident. Refrigerators and heating appliances are not permitted whether or not they have been tested. The Proprietor reserves the right to immediately withdraw from use any electrical item belonging to a resident which is considered by the Home Manager to be unsafe for any reason.

**A2.2** If a resident wishes to bring his or her own bed, the bed must be a specially purchased medical bed that is capable of use with the Home's hoist and which meets the Proprietor's requirements for the health and safety of the Proprietor's staff.

**A2.3** Please note clause A3 below concerning insurance and liability for loss or damage to personal possessions.

**A2.4** If agreed by the Home Manager and in the sole discretion of the home manager, a small pet belonging to a resident may be accommodated in the Home provided that suitable arrangements can be made for the pet and subject to the pet being comprehensively insured by the resident for vet's fees, third party claims etc. The resident will be responsible for all costs associated with the care of the pet. The Proprietor reserves the right for the Home Manager to withdraw his/her agreement for a pet's accommodation in the Home if the resident fails, or becomes unable, to care for the pet and/or if the pet is disruptive or causes disturbance to other residents. (In no circumstances and at no time will the Home be responsible for the care of the pet).

### A3. LIABILITY AND INSURANCE

**A3.1** Except where covered by the Proprietor's insurance (see paragraph A3.3 below) the Proprietor does not accept liability for loss of, or damage to, residents' personal possessions (including clothing) while in the Home unless the loss or damage can be proved to have been caused by negligence of an employee/volunteer of the Proprietor. Please note that in no circumstances will the Proprietor accept liability for damage to items of clothing that are recommended for hand washing or for a delicate machine wash. In order to meet legislative requirements in infection control a system for all soiled items is in place whereby items are machine washed by the Home in a disinfectant cycle.

**A3.2** On admission to the Home the resident/other responsible person or their Lasting Power of Attorney (LPA) is required to provide a detailed list of all personal possessions brought with them to the Home. Residents are responsible for notifying any changes to the list as items are removed from or brought to the Home. Under no circumstances can the Proprietor accept liability for loss of any item of a resident's personal possessions that has not been properly recorded on the resident's list of personal possessions.

**A3.3** Under the Proprietor's current insurance arrangements, cover is provided in respect of loss or damage to residents' personal effects (other than money, precious metals, precious stones, jewellery, watches, furs, curiosities, works of art or rare books) caused by an Insured Peril (see below), subject to the following limits:

- a) a maximum of £1,500 per resident;
- b) a maximum value of £250 for any one claim; and
- c) an excess of £250 for each and every claim.

The excess is payable by the resident. The Proprietor reserves the right to change the level of cover at any time, subject to giving at least 14 days' notice of any change.

**Note** that money, precious metals, precious stones, jewellery, watches, furs, curiosities, works of art or rare books are NOT covered by the Proprietor's insurance and residents are therefore advised not to bring any such items into a Jewish Care facility and the Proprietor accepts no responsibility for such items.

The **Insured Perils** are: fire, lightning, aircraft, riot, explosion, civil commotion, earthquake, storm, flood, escape of water, impact, accidental damage, theft, subsidence, landslide or heave and malicious damage.

**A3.4** Residents are strongly advised :

- a) not to keep more money, credit cards, or cheques than is needed for every day necessities in the Home
- b) to clearly and permanently mark all personal possessions kept at the Home
- c) to arrange their own policy of insurance for all personal possessions that are kept at the Home and that have values in excess of the amounts insured by the Proprietor or which are excluded from the Proprietor's insurance cover (for example items such as hearing aids, dentures, glasses, and/or personal wheelchairs).

**A3.5** The Proprietor does not accept liability for death or personal injury unless proved to have been caused by the negligent act or omission of the Proprietor or the Proprietor's staff or volunteers.

### A4. RULES WHICH RESIDENTS AND VISITORS MUST OBSERVE

It is important for the smooth running of each of the Proprietor's Homes and for the comfort and well-being of all residents that the following rules are observed by everyone. These rules are made either to implement the Home's statutory obligations or for the general comfort of all residents. The following are examples of some of the rules that apply in each of the Proprietor's Homes:

**A4.1 Socially acceptable behaviour:** Anti-social behaviour is not permitted. Anti-social behaviour is behaviour that is disruptive to the operation of the Home and/or which is disturbing to other residents and to staff and volunteers. However, disruptive behaviour induced by a condition such as Alzheimer's disease would not normally be regarded as anti-social behaviour for the purposes of this clause. However, in the event that such behaviour becomes so challenging that it is impossible to manage, or poses an unacceptable risk to staff or other residents the placement will be reviewed.

- A4.2** We always expect residents and visitors to treat staff cordially through respectful and polite interactions. We will not tolerate unacceptable or abusive behaviour towards our staff.
- Unacceptable behaviour is defined as: 'any incident in which a person is abused, threatened or assaulted in circumstances relating to their work'. This includes verbal abuse and threats, as well as possible physical abuse. Such abuse includes that in person or over the telephone.
- Non-physical assault** – use of inappropriate words or behaviour causing distress and/or constituting harassment e.g. this may include, but not be limited to offensive language, unwanted or abusive remarks, racially aggravated remarks, intimidation and any other words or non-physical actions, which either cause, or are likely intended to cause, distress or constitute harassment.
- Physical assault** – the intentional use of force by one person against another, without lawful justification, resulting in physical injury or personal discomfort.
- When considering what is unacceptable behaviour from a resident, Jewish Care will take all relevant factors into account, including but not limited to, a person's understanding, mental capacity and cognitive conditions.
- The failure to abide by respectful and polite interactions will result in actions being taken by Jewish Care which may include sanctions being applied or behavioural contracts being signed by parties. In some extreme situations access to the home may be withdrawn and both civil and criminal proceedings considered where appropriate in accordance with current legislation.
- A4.3 Smoking** – In line with legislation, all Homes operate a strictly no smoking policy which applies to everyone including residents, staff, volunteers and visitors. Should a resident wish to smoke in the Home, he/she should contact the respective management staff in order to facilitate this. This policy includes the prohibition of the use of e-cigarettes.
- A4.4 Keeping medication in the locked cupboard provided** – The Home is required to ensure that all medication is kept in a locked cupboard. If a resident wishes, and the Home Manager is satisfied that the resident is able to administer his or her own medication, the resident will be provided with a suitable lockable cupboard in the resident's room for the medication to be kept in. The resident is required to ensure that the medication is always kept in the cupboard and that the cupboard is kept locked. Failure to observe this rule will result in the withdrawal from the resident of the facility to self-administer his or her medication.
- A4.5 Fire safety measures** – For each resident's own safety, and that of other residents, all residents are required to observe the Home's fire rules and regulations.
- A4.6 Gifts and bequests to members of staff and volunteers** – The Proprietor operates a strict rule whereby the Proprietor's staff and volunteers are not permitted to accept gifts or bequests from residents or their family/representative. Therefore, residents or their family/representative are asked not to offer gifts or make bequests to members of staff or a volunteer. If a resident or their family/representative wishes to show their appreciation in some way, this should be discussed with the Home Manager.
- A4.7 Taking care of personal possessions (including clothing)** – In order to minimise the spread of infection all laundry is machine washed in a special chemical treatment using an Otex system. The system injects Ozone to the wash destroying 'superbugs' such as MRSA and Clostridium Difficile. The washes take place at low temperature programmes and in no circumstances will the Proprietor accept liability for damage caused to items of clothing recommended for hand washing or for a delicate machine wash. Residents are required to keep all items of their clothing properly labelled with their full name. This is a simple precaution that will minimise the risk of clothing being mislaid or lost.
- A4.8 Maintaining Kashrut** – Non-supervised food may not be consumed in the public areas within the Home.
- A4.9 Diversity and equality** – Jewish Care is committed to the right of all people to express their individuality and identity without being judged by others or being ridiculed, embarrassed or excluded because of their chosen preferences. Jewish Care will not tolerate behaviour towards an individual or a group (including other residents, visitors, staff or volunteers), which targets them on the basis of any protected characteristic (namely age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership and pregnancy and maternity). We expect all residents and those visiting them to comply.

**A5. COUPLES OCCUPYING DOUBLE ROOMS OR ROOMS WITH CONNECTING DOORS**

If you are one of a couple and occupy a double room or a room with a connecting door to your partner's room, if your partner leaves (whether through death or because the Home can no longer provide the level of care required) you will be required to move to a single room and/or to a room that does not have a connecting door, unless otherwise agreed.

**A6. COMPLIMENTS/COMMENTS/COMPLAINTS**

The Proprietor prominently displays its compliments/comments/complaints procedure in each Home, which is available on request. Any resident who is dissatisfied with any aspect of his or her care should:

- ▶ draw the matter of concern to the attention of the Home Manager or his/her representative as soon as reasonably practicable
- ▶ if the matter is not resolved to the resident's satisfaction it should be referred to Jewish Care's Quality and Customer Experience Department on 020 8922 2324 or email qa@jcare.org
- ▶ if the matter is still not resolved to the resident's satisfaction it should be referred in writing to the appropriate higher levels of authority (as detailed in the Compliments/ Comments/Complaints policy).

The highest level of authority is the Chief Executive at the following address: Jewish Care, Amélie House, Maurice and Vivienne Wohl Campus, 221 Golders Green Road, London NW11 9DQ.

**A7. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Any rights that would be conferred on third parties by operation of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from any contract entered into between the Proprietor and any resident, any resident's attorney or any person personally contracting with the Proprietor in respect of a resident.

**A8. PERSONALLY EMPLOYED STAFF**

Any individual employed directly by the resident or their family /representative as a private companion is expected to adhere to the Terms and Conditions as set out in the Agreement for a Private Companion for an Individual who is resident in a Jewish Care Residential Home (the Agreement).

The client or their family/representative must consider and sign the Agreement, accepting all the terms and conditions prior to engaging the private companion and are responsible for ensuring that the individual who is to be employed as a private companion adheres to all expectations as set out in the Agreement.

**A9. ACCOMMODATION**

Any personal redecoration of resident's accommodation must be carried out with the Home's Manager's permission at the resident/family/advocate's expense. The work can only be undertaken by Jewish Care's Property Department. When a resident leaves the Home, for whatever reason, the room must be returned to its original décor, fixtures and fittings with costs to be borne by the resident or their family / executor. Jewish Care will bear the cost of acceptable wear and tear to the room, however any damage to the physical structure will be the responsibility of the resident or their representative.

**A10. TEMPORARY ABSENCES**

**A10.1** You are free to spend periods away from the Home if you wish. Please make any such arrangements with the Home Manager.

**A10.2** During temporary absences (including hospital admissions) fees remain payable.

**A11 DOCUMENTATION**

**A11.1** In circumstances where the resident or any person acting on their behalf has been provided with a copy of these Terms and Conditions, and has then taken up residence at the Home but has not returned a signed copy of these Terms and Conditions to the Proprietor, they still remain binding upon them and the Home respectively. Taking up residence in the Home, or continued residence after receipt of a copy of these Terms and Conditions, will be deemed to constitute acceptance of these Terms and Conditions.

**A11.2** The Home shall not be obliged to permit a potential resident to take up their residency without first receiving a signed copy of these Terms and Conditions. Failure to return completed application forms and contract documentation could result in a delay in admission to a Home.

**A12 DATA PROTECTION**

The Proprietor will comply with data protection legislation from time to time in force.

The Proprietor and the resident agree that the Proprietor may use any data relating to the resident for the purpose of providing care for the resident in such a manner as the Proprietor deems appropriate including but not limited to for the provision of care for the resident; training for the proprietor's staff and for CQC inspections (whether by CQC themselves or in preparation for a CQC inspection).

- ▶ If you are a self-funded resident, please now read **Section B**
- ▶ If you are a local authority funded resident, please now read **Section C**
- ▶ If you are an NHS funded resident please now read **Section D**
- ▶ If you are a respite resident please now read **Section E**

## Section B

### Terms and Conditions for SELF-FUNDED residents only

#### B1. GENERAL

**B1.1** The Terms and Conditions in this Section B, together with those in Section A, constitute the Terms and Conditions applicable to all residents who are self-funded and who do not receive financial assistance in respect of the Home's fees from a local authority or other public funding body, (save for in the case of NHS Funded Nursing Care contribution, if applicable). Residents who are in receipt of temporary public funding (for example while the resident's house or flat is being sold) should also refer to the Terms and Conditions in Sections A and B.

#### B2. THE PROPRIETOR'S CHARGES

**B2.1 Amount:** The amount that the resident will have to pay for accommodation and other services provided by the Proprietor (as described in paragraph A1.1) is set out in the separate contract document which applies to the resident's placement. These are the charges that currently apply. The charge which applies to you depends on your assessed care needs, type of accommodation and other factors. Paragraph B2.4 below explains about future increases.

**B2.2 Payment terms:** All accounts are due for payment monthly in advance by direct debit on the fifteenth day of each month, (which covers a period from the 1st–15th of each month in arrears and 16th – end of the month in advance) calculated on a daily basis to include one additional day's charges in a leap year. The Proprietor reserves the right to charge interest on all sums outstanding after the due date for payment. Interest will be charged at the Bank of England base rate plus 4%, calculated on a daily basis from the due date up to the date of actual payment.

#### B2.3 Deposit:

On signing a contract for admission to the Proprietor's Home, and before you arrive at the home, residents are required to pay the first month's charges in advance (calculated pro rata if the resident is admitted part way through the month), together with a deposit equivalent to one calendar month's charges. The Deposit is refundable. This deposit protects us from the risk that you do not pay our fees in full or on time, or if you or your visitors cause damage to our property (beyond reasonable wear and tear).

We will use the deposit to:

- ▶ settle any outstanding (and undisputed) sums payable by you; and/or
- ▶ pay the reasonable costs of repair to your room or the home (caused by you or your visitors).

When your stay at the home has come to an end, we will calculate the sums due and return the remainder to you as soon as possible. If you choose not to move in to the home, we will refund this deposit in full as soon as possible after we have been notified of your decision.

We do not use the deposits to pay our business costs day-to-day. All deposits are held by us on trust for the residents who provided them until we are entitled to retain any amounts in accordance with our terms. The Deposits paid form part of our Reserves and are subject to our Reserves policy.

We will clearly explain in our invoices the amount of deposit we hold on your behalf and provide a breakdown of any sums retained by us. We will not keep your deposit for reasons other than those set out in our agreement and we will never keep your deposit in response to a complaint.

If you have any questions about why we have kept part of your deposit, please contact the Home's Administrator who can provide you with further information. If we are unable to satisfy your query, you can always refer to our complaints policy and the Local Government and Social Care Ombudsman at <https://www.lgo.org.uk/>.

**B2.4 Increase in charges****PERIODIC REVIEW:**

Provided there are no changes to your needs or the services you require, your Fee is fixed up to 1st April. We will review and increase the fee once a year in April in line with the following formula:

Type of cost	% of your total fee	How we calculate the increase
Staff costs	70%	We increase this element of your Fee by the highest of the % increase in National Minimum Wage, London Living Wage and/or the proprietor's actual wage increase for front line staff, compared to the previous year
Non-staff costs	30%	We increase this element of your Fee by reference to the higher of Consumer Price Index plus Housing (CPIH), Retail Prices Index and/or any other index developed or required by legislation or sector regulations for the purpose of reflecting the costs of care provision

For example, where your Fee is £1,000 per week and the National Minimum Wage has increased by 5% and [Consumer Price Index plus Housing (CPIH)] has increased by 10%, your new Fee will be £1,065.00 week.

Type of cost	% of your total fee	How we calculate the increase
Staff costs	70%	70% of £1,000 = £700 £700 x 1.05 = <b>£735.00</b>
Non-staff costs	30%	30% of £1,000 = £300 £300 x 1.10 = <b>£330.00</b>
<b>New total</b>		£735.00 + 330.00 = <b>£1065.00</b>

This equates to an increase of £3380 over the year.

You can find a link to recent percentage changes in CPIH and RPI from the Office of National Statistics at <https://www.ons.gov.uk/> or by asking the Home Manager.

We will write to you 28 days prior to 1 April to confirm the changes arising from our annual review and the new rates which will apply from 1 April each year. This review is separate to any change in your Fee which occurs because of a change in your individual care needs.

**Other increases:****CHANGES IN THE LAW**

We may also increase the fee by a fair and reasonable amount where a significant and unexpected change occurs in the law or the regulation of the home which results in a significant increase in our costs. This increase will only occur if it was not already captured as part of our annual review. We will give you at least 28 days' notice of such change.

## CHANGE OF CIRCUMSTANCES

We have offered you a place at the home on the basis of your individual health and social care needs at the time of moving in. We have assessed these needs and designed a bespoke care package for you, the details of which can be found in your Care Plan.

It is important to understand that all residents are likely to 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 tasks you were previously able to do for yourself.

Where we believe (in our professional judgment) that your needs have increased and the services you want or require mean that we need to make material changes to your Care Plan, we will discuss our assessment with you and explain the changes we believe are necessary. We will also confirm how this will impact the fee and any additional payments that will need to be made. Where you receive financial assistance from the Local Authority or NHS, we will also notify them as it may be appropriate for them to arrange their own assessments.

If your health improves or your social care needs decrease over time, we will similarly review whether your existing category of care is appropriate and whether, based on your increased independence, it is suitable to reduce your fees.

We will try to give you at least 28 days' notice in advance of any changes to your care services and we will charge the new fees from the same date on which we make the changes to your care package.

It may be necessary (in circumstances where there is significant, immediate and otherwise unavoidable risk to the residents' health) to make changes more quickly to ensure your health, safety and personal well-being. If we need to make changes on shorter notice, we will charge the new fees from 7 days after the date on which we make the changes to your care package or on shorter notice (with your consent). In all circumstances we will give you as much notice as reasonably possible of the changes and the impact this has upon your fees.

If we have implemented a change on shorter notice and you do not agree to the proposed changes you can choose to leave the home without giving us full notice, without having to pay the increased fee.

If you have any concerns with our assessment of your care needs and the proposed changes, please contact the home manager to discuss your concerns. We will charge the revised fee from the date we change your care package.

If we are unable to reach an agreement on your needs and care package, you are welcome to arrange an independent assessment via the Local Authority or your GP. We must maintain your safety and comply with our regulatory obligations and we will not reduce your care services where we believe this will put you at a real risk of harm.

If the independent assessment rejects the findings in our assessment, your fees will revert to their previous level and we will immediately refund the fee increase, which will be back-dated to the date of any change we implemented. If the independent assessment confirms our findings, the revised fee will remain in place.

In all circumstances where you do not agree to the proposed changes you can choose to leave the home by giving notice in the normal way.

**B2.5 12 Week Property Disregard:** If the Proprietor's charges for the resident are temporarily being paid by the local authority for the first 12 weeks, there will be a shortfall between the amount that the local authority pays and the full amount of the Proprietor's charges. The resident will be responsible for paying, to the Proprietor, the weekly shortfall amount.

**B2.6 Deferred Payment Agreements:** Sometimes a local authority will agree to pay a resident's care fees under the terms of a Deferred Payment Agreement between the resident and the local authority, until a resident's property is sold. Those fees paid by the local authority accrue as a loan to the resident. In those circumstances, a resident will still be privately funded and liable for the Proprietor's full charges, notwithstanding that the sum may be paid to the Proprietor via the local authority. The resident should therefore ensure that any Deferred Payment Agreement covers the full cost of the Proprietor's charge for privately funded residents.

**B2.7 Charges during temporary absence from the Home:** The full charge applies during any period of temporary absence (for example due to holiday, visiting relatives/friends or hospitalisation). However, if the resident is hospitalised for more than one week the charge will be reduced by 20% for the period after the first week of hospitalisation.

**B2.8 Holding charge:** If a new resident is unable to move into the Home on offer of a placement, the Proprietor can agree to hold a room on the following basis:

- a) First 7 days – free of charge
- b) Day 8 until day 28 – 50% of full fee
- c) Day 28 onwards – the full fee

## **B2.9 Personal Possessions and Charges on Termination**

### **TERMINATION:**

On termination of a resident's residence in the Home, for whatever reason save for the death of the resident, it is the family or personal representative's responsibility to ensure all belongings are removed from the resident's room and any pets, if applicable, be removed from the Home. The room must be cleared of the resident's personal possessions within 7 days. If the possessions are not removed within this period any fees due under the contract with the resident will continue to be incurred and accrued, at an apportioned daily rate, until such time as the room is fully cleared. If the resident's room has not been fully cleared 7 days after the resident's residence in the Home has been terminated, the Proprietor reserves the right to remove the resident's possessions and place these into storage at a reasonable charge of £20 per day.

### **DEATH OF A RESIDENT:**

In the event of your death this agreement will end, and we will charge the fees (calculated on a daily basis) for a minimum of 3 days and until your room is cleared (up to a maximum 10 days). We will not charge you for any days where another resident has moved into the room.

If your friends or relatives need longer than 10 days to make arrangements, they can discuss this with the Manager and agree an extension (in writing).

If your family and friends are not able to collect your personal belongings within 10 days, we can store small items for a period of up to 28 days, so that they can be collected at a more convenient time. We will charge an amount which reflects the actual costs of storage we incur and this is calculated on the basis of a rate of £20 for each day where we store your items waiting for collection. We will confirm to your representatives (in writing) the date for collection within 28 days.

If we are unable to contact the people responsible for handling your estate or if they are unwilling to collect your belongings within the 28 days (from our notice), we will send a written reminder before we sell or donate the items giving your estate reasonable notice of our intention. Any costs associated with the disposal will be charged to your estate.

If you have paid:

- ▶ fees in advance;
- ▶ deposit;
- ▶ any overpayments;

and/or if we have been holding money on your behalf for any other reason; then we will settle any outstanding sums owed to us and refund the balance to your estate within 28 days of your death.

**B2.10 Local authority funding:** If the resident becomes eligible for part of their care fees to be paid by the local authority but there is a shortfall between the amount that the local authority pays and the full amount of the Proprietor's charges, unless otherwise agreed, the resident will need to arrange for the shortfall to be paid by way of a 'Top-Up' unless the resident or their family have applied for and been granted a subsidy in line with the Proprietor's processes. The 'Top-Up' will usually need to be paid by a relative or other third party. The resident may pay the 'Top-Up' costs himself, if permitted to do so by law. Any subsidy will be entirely at the discretion of the Proprietor and only available to those meeting the Proprietor's eligibility criteria, which will include a financial assessment of the ability of the resident's family to pay a third party top up. Please ask a member of management for further details. The "Top-Up" payment is also referred to by the Proprietor as the "Family Contribution".

If the resident is likely to become eligible for local authority funding, the resident is required to provide the Proprietor with six months' notice of when the resident's funds are expected to reach the level triggering eligibility for local authority funding.

If a full 'Top-Up' cannot be paid, the Proprietor reserves the right to move the resident to an alternative room at a lower charge to reduce the amount of the shortfall to be topped-up. If no such room is available or the resident declines the offer of an alternative room, the Proprietor reserves the right to ask the resident to leave the Home in accordance with section B3.5.

**B2.11 NHS Funded Nursing Care (FNC):** If the resident currently has residential care needs it is possible that, at some point in the future, the resident may be assessed as having nursing care needs. If this happens, there are two types of funding which the NHS may provide to contribute to the cost of the resident's nursing care: the NHS Funded Nursing Care contribution (known as FNC) or Continuing Healthcare funding (known as CHC).

If the resident develops nursing care needs which are met by the Home, then the cost of the resident's care will necessarily increase, reflecting the additional care provided. If it is deemed that the resident is eligible for the FNC contribution, some (but not all) of additional cost of the nursing care provided to the resident by the Proprietor will be funded by the NHS instead of by the resident.

In most, if not all cases, the amount paid by the NHS for a resident's nursing care will be insufficient to cover the additional cost of the nursing care actually provided to the resident by the Home.

The weekly charge payable by the resident includes the Proprietor's full charges for nursing care and the Proprietor will reimburse the resident for all payments received by the Proprietor from the NHS in respect of the resident's nursing care and, if relevant, continence aids. The Proprietor's terms for the reimbursement of these sums are set out in the Schedule to these Terms and Conditions.

The weekly amount that the NHS will pay is fixed based on an assessment of eligibility for the FNC contribution. It should be noted that NHS funding does not extend to nursing care provided by care assistants or to the provision of personal care services.

**B2.12 NHS Continuing Healthcare (CHC):** If the resident becomes eligible for NHS Continuing Healthcare funding, the NHS will make a payment towards the cost of the resident's care and accommodation. However, it is expected that there will be a shortfall between the amount paid by the NHS and the full amount of the Proprietor's charges. This is because the NHS will fix the level of fees that it considers sufficient to pay for the care and accommodation the resident has been assessed as requiring. If the resident chooses to live in a home which charges more than the amount that the NHS is willing to pay then the NHS is not obliged to fund the excess.

The Proprietor's standard charges will usually be above those paid by the NHS for basic assessed care and accommodation needs. This is because the Proprietor provides residents with a number of additional services over and above those which the NHS will usually fund. These additional services include, without limitation, a number of services enabling and supporting residents to practice their Jewish faith, including the celebration of Sabbath, Jewish Festivals, Holy Days and Jewish traditions; prayer and other religious services; maintaining the law of Kashrut; and arrangements to enable a Jewish burial to take place after death ("Additional Services").

If the resident becomes eligible for CHC funding and the funding provided by the NHS is lower than the amount of the Proprietor's usual charges, the resident or a relative will be required to meet the cost of the shortfall, by paying separately for the Additional Services and facilities which are not covered by the NHS CHC funding.

The Proprietor also reserves the right, if necessary, to move the resident to an alternative room at a lower charge. If no such alternative room is available, or the resident declines the alternative room offered and is unable to pay for the Additional Services, then the Proprietor reserves the right to ask the resident to leave the Home in accordance with section B3.5.

**B2.13 Backdated public funding:** Sometimes the local authority or NHS might take time to undertake their assessments and might ultimately decide that the resident is eligible for public funding to assist with the resident's care fees (as in B2.10–B2.12 above) and may decide to backdate the resident's eligibility to the date that a relevant assessment was completed. For the avoidance of doubt, the full cost of the Proprietor's fees will remain payable for any 'backdated' period but the resident will be entitled to receive a refund of any backdated sum which is paid by the local authority or NHS towards the cost of the resident's care since the assessment or commencement of funding date. The Proprietor's full fees will continue to be payable in accordance with B2.10–B2.12 above.

### **B3 CIRCUMSTANCES IN WHICH A RESIDENT MAY BE ASKED TO LEAVE**

At Jewish Care we strive to provide a safe, comfortable home for our residents. We will never ask a resident to leave the Home without a good reason and we will always seek to resolve any issues to avoid the need to ask a resident to leave, if possible. If it does become necessary for the Proprietor to ask a resident to leave, we will explain the reason for doing so but it would usually be for one of the following reasons:

**B3.1 If the Home is unable to provide the level or type of care the resident requires:** Normally four weeks' notice will be given/required, but the Proprietor reserves the right to give/receive shorter notice if the circumstances require.

**B3.2 Incompatibility:** If the Home Manager reasonably considers that a resident is not compatible with the Home, for example if the resident finds it difficult to adhere to the Home's rules, the Proprietor may consider that it will be in the best interests of both the resident and the Home for the resident to leave. In this eventuality the Proprietor would give the resident at least four weeks' notice and the resident would be required to leave the Home at the end of the notice period.

**B3.3 If the Proprietor's charges, or other sums owed to the Proprietor, are not paid in full when they are due:** If for any reason payments are not made by the due dates for payment and the resident is unable to satisfy the Home Manager that the reason for the non or late payment is temporary and will not continue for more than one month, with all arrears being paid in full, the resident will be required to leave the Home. In this circumstance the Proprietor shall provide four weeks' notice.

**B3.4 If the resident becomes eligible, and applies, for public funding:** The Proprietor appreciates that there may come a time when a resident becomes eligible to apply for public funding to pay the Proprietor's charges. On nearing the current threshold figure, the Living with Jewish Care team at Amelie House must be informed by the resident or their representative. In the event that the amount of the public funding is less than the Proprietor's full charges, as explained in sections B2.10 to B2.12 above, the shortfall will need to be met unless the resident and/or their family have applied to the Proprietor for, and been granted, a subsidy in line with the Proprietors' policy. Further details of this process and procedure can be obtained from the Proprietor. The resident will remain responsible for the Proprietor's full charge up to the time that the public funding actually commences. Should payment cease prior to the local authority funding being in place, Jewish Care will refer to section B3.3 of these Terms and Conditions of Residence.

**B3.5 Behaviour and conduct:** If a resident or any visitor behaves in a manner that is not compatible with the organisations' values or approach to diversity and equality, whether towards another resident, volunteer, visitor or member of staff, the resident and/or their visitor, as applicable, may be asked to leave the Home, unless they agree to change their behaviour.

**B3.6 Other reasons:** There may be other reasons why the Proprietor requires a resident to leave the Home. For example, if the Proprietor decides to close the Home for any reason. The Proprietor will usually give at least four weeks' notice unless this is not possible (for example in the event of the need to urgently close the Home) and the resident must leave the Home at the end of the notice period.

#### **B4 NOTICE REQUIRED IF THE RESIDENT WISHES TO LEAVE THE HOME**

**B4.1** Subject to paragraph B4.2 below, the amount of notice that must be given to the Proprietor by a resident who wishes to permanently leave the Home is four weeks. If the resident leaves before the expiry of the notice period the Proprietor's full charge will continue to be payable until the notice period expires.

**B4.2** The first six weeks of residence in the Home is a trial period, for both the resident and the Home. During this period the notice required from the resident will be two weeks. If the Proprietor asks the resident to leave the Home it will provide two weeks' notice.

## Section C

### Terms and Conditions for LOCAL AUTHORITY FUNDED residents only

#### C1. GENERAL

- C1.1** A resident who is admitted to the Home as a local authority funded resident will be admitted to the Home upon the terms of the contract entered into between the Proprietor and the relevant funding local authority.
- C1.2** These Terms and Conditions contain important information relating to the Home's policies and procedures and details of the Proprietor's intentions in respect of your placement. This document shall not be construed as a contract between the resident and the Proprietor.

#### C2. THE PROPRIETOR'S CHARGES

##### C2.1 General

- C2.2** Although a local authority contributes towards the Proprietor's charges in respect of the resident's residence at the Home, you may find the following information about charges helpful.

The local authority's assessment of the amount of its contribution towards the Proprietor's charges will include an amount that the resident is required to contribute from their own resources (a "Service User Contribution"). The Proprietor is not involved in the local authority's assessment of the resident's contribution and if the resident has any queries about this they should raise them directly with their local authority.

- C2.3** It is possible that the amount the local authority will pay towards the Proprietor's charges will be less than the full amount of our charges. If this is the case then the resident (if permitted by law), a relative or another third party will be required to make up the difference (a "Third Party Top-Up"). The "Top-Up" payment is also referred to by the Proprietor as the "Family Contribution".
- C2.4 Amount:** The amount payable for accommodation and other services provided by the Proprietor (as described in paragraph A1.1) is set out in the individual placement contract or other documentation agreed with the funding body. These are the charges that currently apply. The charge which applies to you depends on your assessed care needs, type of accommodation and other factors.

#### C3. INCREASE IN CHARGES

**Periodic review:** The Proprietor reviews the amount of the charges annually to take effect from 1 April. Residents are given at least four weeks' notice of increases in charges and the increased charge applies from the end of the notice period. The fees paid by the local authority will not necessarily increase at the same time or by the same amount as the Proprietor's fee increase. A periodic increase by the Proprietor may therefore result in an increase in the shortfall due for payment by way of the Third Party Top-Up.

**Other increases:** Apart from the increases in charges resulting from the periodic review, the charge will change if the level of care the resident requires changes. The charge may also change if the resident moves into a different room or Home. The charge will be for the appropriate rate for the new level of care and/or the different accommodation from the date of the change. It is possible that the fees paid by the local authority will not cover any additional costs.

#### C4. THIRD PARTY TOP UPS

- C4.1** If the fee that the local authority is willing to pay for the resident's placement in the Home (together with any contribution that the resident has been assessed as being liable to pay) is less than the fee charged by the Proprietor for the resident's accommodation and other services provided by the Home, Jewish Care needs to ensure this shortfall is funded. A Third Party Top-Up will therefore need to be paid by a family member or other third party (or the resident if permitted by law), unless the resident and/or their family has applied for and been granted a subsidy in line with the Proprietor's processes. Such subsidy will be entirely at the discretion of the Proprietor, applying its assessment criteria and will include a financial assessment of the ability of the resident's family to pay a Third Party Top Up. Please ask a member of management for further information.

**C5. IF THE RESIDENT BECOMES INELIGIBLE FOR LOCAL AUTHORITY FUNDING**

**C5.1** The Proprietor appreciates that there may come a time when a resident becomes ineligible for public funding to pay the Home's fees, for example where the resident's assessed level of care or financial position changes. In these circumstances the resident will become responsible for the Home's full fees from the time that the public funding ceases (unless another funding body has agreed responsibility) and the resident (or the resident's representative) will be required to sign a contract with the Proprietor.

**C6. NHS FUNDED NURSING CARE CONTRIBUTION (FNC)**

**C6.1** If the resident has been assessed as requiring nursing care some (but not all) of the nursing care provided to the resident by the Home will be funded by the NHS instead of by the resident (FNC). The amount of the nursing care contribution paid by the NHS is fixed by Government.

**C6.2** The weekly amount that the NHS will pay does NOT extend to nursing care provided by care assistants or to the provision of personal care services.

**C6.3** In most, if not all cases, the amount paid by the NHS for nursing care will be insufficient to cover the cost of the nursing care actually provided by the Home.

**C6.4** The weekly charge payable by the resident includes the Proprietor's full charges for nursing care and the Proprietor will reimburse the resident for all payments received by the Proprietor from the NHS in respect of the resident's nursing care and, if relevant, continence aids. The Proprietor's terms for reimbursement of these sums are set out in the Schedule to these Terms and Conditions.

**C7. NHS CONTINUING HEALTHCARE (CHC)**

**C7.1** If the resident becomes eligible for NHS Continuing Healthcare funding, the NHS will make a payment towards the cost of the resident's care and accommodation. However, it is expected that there will be a shortfall between the amount paid by the NHS and the full amount of the Proprietor's charges. This is because the NHS will fix the level of fees that it considers sufficient to pay for the basic care and accommodation you have been assessed as requiring. If the resident chooses to live in a Home which charges more than the amount that the NHS is willing to pay then the NHS is not obliged to fund the excess.

The Proprietor's charges will usually be above those paid by the NHS for basic assessed care and accommodation needs. This is because the Proprietor provides residents with a number of additional services over and above those which the NHS will usually fund. These additional services include, without limitation, a number of services enabling and supporting residents to practice their Jewish faith, including the celebration of Sabbath, Jewish Festivals, Holy days and Jewish traditions; prayer and other religious services; maintaining the law of Kashrut; and arrangements to enable a Jewish burial to take place after death ("Additional Services").

If the resident becomes eligible for CHC funding and the funding provided by the NHS is lower than the amount of the Proprietor's usual charges, the resident or a relative will be required to pay separately for the Additional Services which are not covered by the NHS CHC funding.

The Proprietor also reserves the right, if necessary, to move the resident to an alternative room at a lower charge. If no such alternative room is available, or the resident declines the alternative room offered and is unable to pay for the Additional Services, then the Proprietor reserves the right to ask the resident to leave the Home in accordance with section C8.6.

**C7.2 Backdated public funding:** Sometimes the local authority or NHS might take time to undertake their assessments and might ultimately decide that the resident is eligible for public funding to assist with the resident's care fees and may decide to backdate the resident's eligibility to the date that a relevant assessment was completed. For the avoidance of doubt, the full cost of the Proprietor's fees will remain payable for any 'backdated' period but the resident will be entitled to receive a refund of any backdated sum which is paid by the local authority or NHS towards the cost of the resident's care since the assessment date. The Proprietor's full fees will continue to be payable in accordance with B2.10–B2.12 above.

**C8. CIRCUMSTANCES IN WHICH A RESIDENT MAY BE ASKED TO LEAVE**

At Jewish Care we strive to provide a safe, comfortable home for our residents. We will never ask a resident to leave the Home without a good reason and we will always seek to resolve any issues to avoid the need to ask a resident to leave, if possible. If it does become necessary for the Proprietor to ask a resident to leave, we will explain the reason for doing so but it would usually be for one of the following reasons:

- C8.1 If no funding is in place:** If the resident becomes ineligible for local authority funding and no suitable arrangement is in place to pay the full Home's fees, the Proprietor reserves the right to ask the resident to leave the Home. Four weeks' notice will be provided to the resident.
- C8.2 If the Home is unable to provide the level or type of care the resident requires:** Subject to the terms of the placement contract with the funding body, normally four weeks' notice will be given/required, but the Proprietor reserves the right to give/receive shorter notice if the circumstances require.
- C8.3 Incompatibility:** If the Home Manager reasonably considers that a resident is not compatible with the Home, for example if the resident finds it difficult to adhere to the Home's rules, the Proprietor may consider that it will be in the best interests of both the resident and the Home for the resident to leave. In this eventuality the Proprietor would give reasonable notice to the resident to leave the Home and the resident would be required to leave the Home at the end of the notice period. The length of the notice period has been agreed between the Proprietor and the funding local authority but will usually be at least four weeks' notice. Please speak to a member of the management team if you would like further details.
- C8.4 Behaviour and conduct:** If a resident or any visitor behaves in a manner that is not compatible with the organisations' values or approach to diversity and equality, whether towards another resident, volunteer, visitor or member of staff, the resident and/or their visitor, as applicable, may be asked to leave the home, unless they agree to change their behaviour.
- C8.5 If you or a third party (other than the local authority) pay part of our charges (a Top-Up) and these are not paid in full when they are due:** If for any reason the Proprietor's charges are not paid at the times the Proprietor has agreed with you and they remain outstanding for more than three months, the Proprietor reserves the right to ask the resident to leave the Home. In these circumstances, the resident would be given four weeks' notice to leave the Home.
- C8.6 If you become eligible for NHS Continuing Healthcare (CHC):** If the resident becomes eligible for CHC and the amount the NHS is willing to pay for the services they are obliged to fund is less than the Proprietor's full charge and (a) the proprietor is unable to charge the resident for the superior accommodation, Additional Services and facilities that the Home provides or (b) you are unable or unwilling to pay separately for such superior accommodation, Additional Services and facilities and/or (c) there is no suitable alternative, lower cost, room that we can offer you or (d) you decline a lower cost room that we offer you, then we reserve the right to ask you to leave the Home.

If the resident left under these circumstances the resident would be given four weeks' notice to leave the Home and the resident will be responsible for payment of the Proprietor's fees (less the amount paid for you by the NHS) up to and including the expiry of the notice period or when all the resident's personal possessions have been removed from their room, whichever is the later. Any personal possession that the resident has not removed by the seventh day following the date they leave will be removed by the Proprietor and will be stored as described in paragraph B2.9. The Proprietor would refund any charges that the resident had paid in advance that related to the period after the seventh day following the date the resident left (less any storage fees if applicable).

- C8.7 Other reasons:** There may be other reasons why the Proprietor requires a resident to leave the Home. For example, if the Proprietor decides to close the Home for any reason. The Proprietor will give reasonable notice and the resident must leave the Home at the end of the notice period. The length of the notice period has been agreed between the Proprietor and the funding local authority but will usually be at least four weeks; please speak to a member of management staff if you would like further details.

## Section D

### Terms and Conditions for NHS FUNDED residents only

#### C.9. NOTICE REQUIRED FROM THE RESIDENT IF THE RESIDENT WISHES TO LEAVE THE HOME

- C9.1** Subject to paragraph C9.2, the amount of notice that must be given to the Proprietor by a resident who wishes to permanently leave the Home is four weeks. If the resident leaves before the expiry of the notice period the Proprietor's full charge will continue to be payable until the notice period expires, subject to the terms of any tripartite contract with the local authority.
- C9.2** The first six weeks of residence in the Home is a trial period, for both the resident and the Home. During this period the notice required from the resident will be two weeks. If the Proprietor asks the resident to leave the Home it will provide two weeks' notice.
- C9.3** If you pass away or leave the Home for any reason whilst in our care, unless separate terms apply under the placement contract with the local authority, your fees will be payable up to and including the third full day after your death. Fees will only be payable after this point if your personal possessions have not yet been removed from your room. If this is the case, fees will be payable up to and including the seventh full day after your death or the date that your personal possessions are removed (whichever is the sooner). However, you will not be charged for any period of time that another resident occupies the room.

If the resident's room has not been cleared within 7 days after their death, the Proprietor reserves the right to remove the resident's possessions and place these into storage at a reasonable charge of £20 per day.

**Personal possessions:** On termination of a resident's residence in the Home, for whatever reason, if the resident's personal possessions have not been collected after one month, the Proprietor reserves the right to provide 14 days' notice to the resident's family, personal representative(s) or estate of the Proprietor's intention to dispose of the resident's belongings, which may include their re-sale. Any costs associated with the disposal will be charged to the resident or their estate and any money obtained, if belongings are sold, will be credited to the resident or their estate.

## D1. GENERAL

**D1.1** When a resident is eligible for NHS Continuing Healthcare funding, the NHS will make a payment towards the cost of the resident's care and accommodation. However, it is expected that there will be a shortfall between the amount paid by the NHS and the full amount of the Proprietor's charges. This is because the NHS will fix the level of fees that it considers sufficient to pay for the care and accommodation you have been assessed as requiring. If the resident chooses to live in a Home which charges more than the amount that the NHS is willing to pay then the NHS is not obliged to fund the excess.

The Proprietor's charges will usually be above those paid by the NHS for basic assessed care and accommodation needs. This is because the Proprietor provides residents with a number of additional services over and above those which the NHS will usually fund. These additional services include, without limitation, a number of services enabling and supporting residents to practice their Jewish faith, including the celebration of Sabbath, Jewish Festivals, Holy days and Jewish traditions; prayer and other religious services; maintaining the law of Kashrut; and arrangements to enable a Jewish burial to take place after death ("Additional Services").

If the resident becomes eligible for CHC funding and the funding provided by the NHS is lower than the amount of the Proprietor's usual charges, the resident or a relative will be required to meet the shortfall to paying separately for the Additional Services and facilities which are not covered by the NHS CHC funding.

The Proprietor also reserves the right, if necessary, to move the resident to an alternative room at a lower charge. If no such alternative room is available, or the resident declines the alternative room offered and is unable to pay for the Additional Services, then the Proprietor reserves the right to ask the resident to leave the Home in accordance with section D3.5.

## D2. THE PROPRIETOR'S CHARGES

**D2.1 Amount:** The amount payable for accommodation and other services provided by the Proprietor (as described in paragraph A1.1) is set out in a separate document. These are the charges that currently apply. The charge which applies to you depends on your assessed care needs, type of accommodation and other factors.

### D2.2 Increase in charges

**Periodic review:** The Proprietor reviews the amount of the charges annually to take effect from 1 April. Residents are given at least four weeks' notice of increases in charges and the increased charge applies from the end of the notice period, which may result in an increase in the cost of the Additional Services.

**Other increases:** Apart from the increases in charges resulting from the periodic review, the charge will change if the level of care the resident requires changes. The charge may also change if the resident moves into a different room or Home. This may result in an increase in the cost of the Additional Services and facilities enjoyed by the resident.

## D3. CIRCUMSTANCES IN WHICH A RESIDENT MAY BE ASKED TO LEAVE

At Jewish Care we strive to provide a safe, comfortable home for our residents. We will never ask a resident to leave the Home without a good reason and we will always seek to resolve any issues to avoid the need to ask a resident to leave, if possible. If it does become necessary for the Proprietor to ask a resident to leave, we will explain the reason for doing so but it would usually be for one of the following reasons:

**D3.1 Changes in funding:** If the resident becomes ineligible for NHS funding and no suitable arrangement is in place to pay the Home's full fees, then the Proprietor will have to ask the resident to leave the Home. The resident will be provided with four weeks' notice.

**D3.2 If the Home is unable to provide the level or type of care the resident requires:** Subject to the terms of the agreement with the relevant funding body, normally four weeks' notice will be given/required, but the Proprietor reserves the right to give/receive shorter notice if the circumstances require.

**D3.3 Incompatibility:** If the Home manager reasonably considers that a resident is not compatible with the Home, for example if the resident finds it difficult to adhere to the Home's rules, the Proprietor may consider that it will be in the best interests of both the resident and the Home for the resident to leave. In this eventuality the Proprietor would give reasonable notice to the resident to leave the Home and the resident would be required to leave the Home at the end of the notice period. The length of the notice period has been agreed between the Proprietor and the funding body but will usually be four weeks' notice; please refer to a member of the management team if you would like further details.

**D3.4 Behaviour and conduct:** If a resident or any visitor behaves in a manner that is not compatible with the organisations' values or approach to diversity and equality, whether towards another resident, volunteer, visitor or member of staff, the resident and/or their visitor, as applicable, may be asked to leave the Home, unless they agree to change their behaviour.

**D3.5 If you or a third party pay all or part of our charges and these are not paid in full when they are due:** If for any reason the Proprietor's charges are not paid at the times the Proprietor has agreed with you and they remain outstanding for more than three months, the Proprietor reserves the right to ask the resident to leave the Home. The Proprietor will normally give four weeks' notice. Any personal possessions that have not been removed by the seventh day following the date that the resident leaves will be removed by the Proprietor and will be stored as described in paragraph B2.9. The Proprietor would refund any charges that the resident had paid in advance that related to the period after the seventh day following the date the resident left.

**D3.6 Other reasons:** There may be other reasons why the Proprietor requires a resident to leave the Home. For example, if the Proprietor decides to close the Home for any reason. The Proprietor will give reasonable notice and the resident must leave the Home at the end of the notice period. The length of the notice period has been agreed between the Proprietor and the funding body but will usually be four weeks' notice; please refer to a member of management staff if you would like further details.

**D3.7** If you pass away whilst in our care, your fees (excluding any part payable by the CCG or NHS) will be payable up to and including the third full day after your death. Fees will only be payable after this point if your personal possessions have not yet been removed from your room. If this is the case, fees will be payable up to and including the seventh full day after your death or the date that your personal possessions are removed (whichever is the sooner). However, you will not be charged for any period of time that another resident occupies the room.

If the resident's room has not been cleared within 7 days after their death, the Proprietor reserves the right to remove the resident's possessions and place these into storage at a reasonable charge of £20 per day.

**Personal possessions:** On termination of a resident's residence in the Home, for whatever reason, if the resident's personal possessions have not been collected after one month, the Proprietor reserves the right to provide 14 days' notice to the resident's family, personal representative(s) or estate of the Proprietor's intention to dispose of the resident's belongings, which may include their re-sale. Any costs associated with the disposal will be charged to the resident or their estate and any money obtained, if belongings are sold, will be credited to the resident or their estate.

#### **D4. NOTICE REQUIRED FROM THE RESIDENT IF THE RESIDENT WISHES TO LEAVE THE HOME**

**D4.1** Subject to paragraph D4.2 and the terms of the agreement with the relevant funding body, the Proprietor would usually expect four weeks' notice if a resident wishes to permanently leave the Home.

**D4.2** The first six weeks of residence in the home is a trial period, for both the resident and the Home. During this period, unless different terms apply under a contract with the CCG, the notice required from the resident will be two weeks. If the Proprietor asks the resident to leave the Home, at least two weeks' notice will be provided.

## Section E

### Terms and Conditions for RESPITE residents only

#### **E1. GENERAL**

**E1.1** The Terms and Conditions in Section A and in this Section E constitute the terms and conditions applicable to residents who have been admitted to the Home on a respite (temporary) basis.

#### **E2. THE PROPRIETOR'S CHARGES**

**E2.1** The amount that you will have to pay as a temporary resident of one of the Proprietor's Homes is set out on a separate contract form. These are the charges that currently apply. These charges are subject to review on an annual basis to take effect from 1st April.

**E2.2** All fees are due for payment (in cleared funds) on or before the resident's admission to the Home.

**E2.3** A deposit of £500 is required, for self-funded bookings for the period of respite care. This deposit is refundable if a booking is cancelled more than 28 days before the booking is due to commence. It will be forfeited if a booking is cancelled for 28 days or less prior to taking up placement, except in the event that the cancellation is for reasons beyond the resident's control (e.g. death or hospitalisation).

#### **E3. NHS FUNDED NURSING CARE**

**E3.1** If the resident has been assessed as requiring nursing care some (but not all) of the nursing care provided to the resident by the Home will be funded by the NHS instead of by the resident (FNC). The amount the resident's nursing care that is funded by the NHS is assessed periodically by an NHS appointed registered nurse carrying out an assessment of the resident's requirement for "nursing care" as defined in legislation.

**E3.2** The weekly amount that the NHS will pay does not extend to nursing care provided by care assistants or to the provision of personal care services.

**E3.3** In most, if not all cases, the amount paid by the NHS for nursing care will be insufficient to cover the cost of the nursing care actually provided by the Home.

**E3.4** The amount that the NHS pays in respect of a resident's nursing care is paid directly to the Proprietor by the NHS. The weekly charge payable by the resident includes the Proprietor's full charges for nursing care and the Proprietor will reimburse the resident for all payments received by the Proprietor from the NHS in respect of the resident's nursing care and, if relevant, continence aids. The Proprietor's terms for the reimbursement of these sums are set out in the Schedule to these Terms and Conditions.

#### **E4. PERSONAL POSSESSIONS**

**E4.1** Within reason and with the agreement of the Home Manager, residents receiving respite care may bring in personal items such as photographs and ornaments. Any furniture, such as a chair, must comply with relevant fire and health and safety regulations. All small electrical items (e.g. radios, TVs, CD players etc) brought into the Home by the resident, whether at admission or at any other time, must be tested by a qualified electrician and have a valid portable appliance test (PAT) approval/certification to show that the appliance is safe to use. The use of any untested appliance is prohibited. The Home reserves the right to have any small electrical items brought into the Home by a resident tested by a qualified engineer and to recharge the cost of such a test to the resident. Refrigerators and heating appliances are not permitted whether or not they have been tested. The Proprietor reserves the right to immediately withdraw from use any electrical item belonging to a resident which is considered by the Home Manager to be unsafe for any reason. Please note paragraph A3 concerning insurance and liability for loss or damage to personal possessions.

**E5. CIRCUMSTANCES IN WHICH A RESPITE RESIDENT MAY BE ASKED TO LEAVE**

- E5.1 If the Home is unable to provide the level or type of care the resident requires:** Normally one week's notice will be given/required, but the Proprietor reserves the right to give/receive shorter notice if the circumstances require.
- E5.2 Incompatibility:** If the Home Manager reasonably considers that a resident is not compatible with the Home, for example if the resident finds it difficult to adhere to the Home's rules, the Proprietor may consider that it will be in the best interests of both the resident and the Home for the resident to leave. In this eventuality the Proprietor would give the resident at least one week's notice and the resident would be required to leave the Home at the end of the notice period.
- E5.3 If the Proprietor's charges, or other sums owed to the Proprietor, are not paid in full when they are due:** If for any reason payments are not made on admission and the resident is unable to satisfy the Home Manager that the reason for the non or late payment is temporary, with all arrears being paid in full, the resident will be required to leave the Home. In this circumstance the Proprietor shall not be required to give more than one weeks' notice.
- E5.4 Behaviour and conduct:** If a resident or any visitor behaves in a manner that is not compatible with the organisations' values or approach to diversity and equality, whether towards another resident, volunteer, visitor or member of staff, the resident and/or their visitor, as applicable, may be asked to leave, unless they agree to change their behaviour.

**E6. NOTICE REQUIRED FROM THE RESPITE RESIDENT IF THE RESPITE RESIDENT WISHES TO LEAVE THE HOME**

- E6.1** The amount of notice that must be given to the Proprietor by a respite resident who wishes to permanently leave the Home is one week. If the respite resident leaves before the expiry of the notice period the Proprietor's full charge will continue to be payable until the notice period expires.

## Schedule

### This schedule applies to residents in receipt of NHS Funded Nursing Care Contribution (FNC)

The following provisions apply in respect of the Proprietor's reimbursement to the resident and/or their Sponsor of amounts received by the Proprietor from the NHS in respect of the NHS funded nursing care contribution towards the resident's nursing care and, if applicable, incontinence aids, in accordance with the Health and Social Care Act 2001 and associated or subsequent legislation, including the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012. For the avoidance of doubt, this schedule shall not apply to residents in receipt of NHS Continuing Healthcare ("CHC") funding.

#### 1. DEFINITIONS

In this schedule, the following words and expressions shall have the following meanings:

<b>Legislation:</b>	The Health and Social Care Act 2001 and associated or subsequent relevant regulations made under that Act, including the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012
<b>Business day(s):</b>	A weekday, other than a public holiday
<b>Calculation date:</b>	The date in each quarter that the Proprietor calculates the Reimbursement in accordance with paragraph 3.1. Each Calculation Date shall be approximately 90 days following the immediately preceding Calculation Date. The first Calculation Date shall not occur before the first assessment by the NHS of the Funded Nursing Care ("FNC") contributions due to the resident
<b>Contract:</b>	The contract, including the Terms and Conditions, between the Proprietor and the resident and/or the Sponsor attached herewith
<b>Fees:</b>	The Proprietor's fees payable privately by the resident and/or Sponsor in accordance with the Contract including, for the avoidance of doubt, all fees payable in respect of nursing care received by the resident at the Home
<b>FNC:</b>	The resident's NHS Funded Nursing Care contribution from time to time as assessed by the NHS in accordance with the legislation
<b>NHS payment(s):</b>	The payment received by the Proprietor in respect of the NHS's contribution towards the resident's nursing care and, if applicable, incontinence aids
<b>NHS body:</b>	The relevant body actually making payment to the Proprietor in respect of the resident's FNC contribution
<b>Payment period:</b>	The period from and including the day the FNC contribution commenced up to the first Calculation date and thereafter, the period up to the current Calculation date from and including the immediately preceding Calculation date
<b>Reimbursement:</b>	The payment due to the resident by way of reimbursement of the FNC payments received by the Proprietor in respect of the resident for each Payment Period, calculated in accordance with paragraph 3.1 below
<b>Sponsor:</b>	A person(s) who has signed the Contract on behalf of and/or in addition to the resident as an attorney or deputy for the resident or in their personal capacity with personal liability for the payment of the Fees or any part of them

#### 2. AMOUNT AND PAYMENT OF FEES

If an assessment for FNC is carried out in respect of a resident's nursing care, the provisions of the Contract in respect of the amount and payment of the fees shall continue to apply without any modification. This Schedule shall apply in addition to the continuing requirement to pay the Fees in accordance with the Contract.

### 3. REIMBURSEMENT OF NHS PAYMENT

- 3.1** On each Calculation date the Proprietor shall calculate the Reimbursement relating to the relevant Payment Period. The relevant Payment Period shall always precede the current Calculation Date so that no advance payments are made.
- 3.2** The reimbursement shall be the aggregate amount of all NHS Payments received by the Proprietor from the NHS Body in respect of the resident's FNC within the relevant Payment Period. NHS Payments received by the Proprietor in respect of future Payment Periods shall not be included in the calculation of the Reimbursement.
- 3.3** The Proprietor shall pay the Reimbursement to the resident and/or Sponsor, as applicable, within 10 business days following the relevant Calculation Date. Payment shall be made in accordance with paragraphs 3.4 and 3.5 of this schedule.
- 3.4** Any reimbursement that is due to the resident and/or Sponsor, as applicable, shall be paid by cheque or bank transfer (at the Proprietor's election).
- 3.5** The Reimbursement shall be paid to the resident and/or Sponsor(s) as follows:
- a)** The resident will receive the total Reimbursement if either the resident has signed the Contract in their sole name or if a Sponsor has signed on the resident's behalf and the Sponsor had legal authority to do so; **OR**
  - b)** The Sponsor will receive the total Reimbursement if the Sponsor alone has signed the Contract in their personal capacity and are personally liable for the Fees. If there is more than one personally liable Sponsor, the Sponsors shall each receive a proportion of the Reimbursement equal to the proportion of their liability for the payment of the fees.
- 3.6** If, at a Calculation Date, any part of the Fees payable by or for the resident is overdue for payment, the Proprietor shall be entitled to withhold payment of all or such part of the Reimbursement that is equal to the outstanding amount of the Fees. The Reimbursement calculated on the next Calculation Date after the outstanding amount of the Fees has been paid to the Provider shall include any previously withheld Reimbursement that remains due to the resident and/or the Sponsor as at the relevant Calculation Date.
- 3.7** If the Proprietor receives an NHS Payment in advance of the Payment Period to which it relates and the resident dies or is hospitalised temporarily or permanently before or during the Payment Period, so that the whole or part of the NHS Payment is refundable by the Proprietor to the NHS Body, then the amount refundable to the NHS Body shall not form part of any Reimbursement.
- 3.8** The provisions of this schedule shall cease to apply during any period that the resident's FNC is assessed at nil.

