



BERNHARD BARON CARE HOME RESIDENCY AGREEMENT

IMPORTANT: ABOUT THIS DOCUMENT

Please read these terms carefully before you sign them. These terms tell you how we will provide residence services to you, the fees that are payable for the residence services, how you and we may end the agreement and other important information.

Should you require a copy of these terms and conditions in another format, such as in larger font, please contact us.

If you have any questions, please contact us to discuss them.

Between

- (1) BERNHARD BARON CARE HOME, a company limited by guarantee (registered in England No: 03580252) and a registered charity (No: 1070891), whose registered office is at Eastbourne Road, Polegate, East Sussex BN26 5HB (referred to in this Agreement as "BBCH"); and
- (2) Resident:

Background

(A) BBCH operates a Residential Care Home, registered by the Care Quality Commission and known as Bernhard Baron Care Home, at Polegate, East Sussex, BN26 5HB (referred to in this Agreement as "the Home").

(B) Residents of the Home (referred to in this Agreement as "Residents") are provided with accommodation, food and a range of services including but not limited to care, cleaning and maintenance (referred to in this Agreement as "the Services").

(C) The directors of BBCH are also the charity trustees (and are referred to in this Agreement as "the Trustees").

(D) At the date of this Agreement day-to-day management of the Home is undertaken by a Business Manager and a Principal Care Manager (referred to in this Agreement as "the Management", which expression shall refer to the team of managers as it exists from time to time).

(E) You have applied for a residential place at the Home and BBCH has agreed to offer a residential place to you on the terms set out below, subject to you completing a satisfactory trial period.



Terms

1. Prior to taking up residence at the Home or, in the Trustees' absolute discretion, during the trial period referred to below, you shall have a medical certificate completed fully and accurately by a qualified Medical Practitioner and arrange for this to be sent to the Management. In addition, you shall disclose to the Management any other relevant medical history which would assist the Management in determining whether BBCH can offer the level of care which is appropriate for you.
2. Prior to taking up residence at the Home you shall provide to the Management evidence of your ability to pay the fees, as detailed in Clause 4. below, for 3 years if you are to be resident in the main building and for 5 years if you are to be resident in a cottage.
3. You shall comply with the Rules and Guidelines for living at the Home as set out in Appendix 1. BBCH reserves the right to alter and amend the Rules and Guidelines as appropriate for the good order of the Home and will draw your attention to any such alterations and amendments as soon as reasonably practicable.
4. The fees payable by you for the Services provided at the Home (the "Fees") will initially be £3,775.00 per calendar month. You shall pay the Fees in advance, at monthly intervals, the first of such payments to be made on the signing of this Agreement and future payments to be made by bank standing order. The amount of the Fees may increase in line with any increase in the level of care provided to you.
5. BBCH reserves the right to review the Fees at regular intervals, taking into account any increase in the cost of providing the Services. You will be notified of any proposed increase at least one calendar month in advance. You shall pay the increased amount of the Fees except in the case of manifest error.
6. The period of two months after you first become a Resident (or such shorter or longer period as shall be mutually agreed between you and BBCH) shall be treated as a trial period, and within that trial period either you or BBCH, at your or its absolute discretion, may terminate this Agreement in writing, specifying the cause or reason for termination. On termination all sums due in connection with the Fees or refunds due in connection with payments made in advance, shall be paid, and the Agreement will terminate upon you vacating the accommodation.
7. Before your admission to the Home, we will carry out an assessment of your needs to determine whether we can meet your needs at the Home. Admission to the Home will only be permitted if our initial assessment confirms that we can meet your needs. If we can meet your needs, the Home will design a bespoke Personal Care Plan which will be provided to you and/or you representative/s (and to the local authority and relevant NHS body, where relevant). We will review your Personal Care Plan on a regular basis, and as a minimum once every [3][6] months.



8. We will provide you with a room/cottage at the Home for your exclusive use. You will occupy the room/cottage as a licensee.
9. In addition to the room/cottage, you are entitled to share in the designated shared rooms, bathrooms, toilets and the grounds of the Home.
10. Nothing in this Agreement is intended by either you or us to create a relationship of landlord and tenant.
11. For practical reasons, we may need to move you to a different room/cottage, either temporarily or permanently. Whilst we do not need a reason to do so, this will usually be for example due to your needs, a request by you to change rooms or for repairs, maintenance or refurbishment. If a move is necessary, we will consult with you and take your views into consideration as far as possible and will always act reasonably in making the decision to move you to another room/cottage and endeavour to meet your needs.
12. We and the Home have full, free and unrestricted access to your room/cottage at any time in order, amongst other things, to provide the Services. Any refusal to allow such access will be a breach of this Agreement. We will always knock before entering a Resident's room/cottage except for a pre-agreed nighttime welfare check.
13. BBCH reserves the right at any time during the continuance of this Agreement, at its absolute discretion, to require you to find alternative accommodation on giving you eight weeks' notice (save in the case of an emergency) in writing to terminate this Agreement if, in the opinion of the Trustees or the Management, the standard of care provided by BBCH is insufficient to cater for your needs. The Management must be informed by you or your representative, following consultation with any near relative or appointed representative acting on your behalf, of what has been determined for your future, taking into consideration professional medical, health care and social service/welfare reports and advice.
14. After the trial period you shall have the right to terminate this Agreement by giving four weeks' notice in writing to the Management.
15. A breach of any of these terms, and in particular failure to make the full disclosure required in Clauses 1. and 2., will give BBCH the right to terminate this Agreement.
16. We may modify the terms and/or the resident rules and regulations to reflect new health and safety laws or sector regulations, or to improve the service we provide you. In all cases (except in cases of urgency or emergency) we will consult with you and provide you with at least six weeks' notice before they take effect. If you object, you may give us four weeks' notice.
17. Save in the event of earlier termination, this Agreement will continue during your lifetime.
18. Any termination of this Agreement shall be without prejudice to any right or remedy that either party may have against the other for sums due or for any breach of any of the terms of this Agreement.



19. If at any time you have a complaint, you must raise this in accordance with BBCH’s Complaints Procedure operative at the relevant time. A copy of the current Complaints Procedure is attached as Appendix 2.

20. If you are a couple, each person shall have joint and several liability under this Agreement.

Executed by the parties:

**Signed on behalf of
Bernhard Baron
Care Home**

.....

Business Manager

Date:

Signed by Resident(s)

.....

Date:

Witness

Name Signature

Address

.....

Date:



APPENDIX 1

RULES AND GUIDELINES

1. Each Resident has the sole occupancy of his/her bed sitting room/cottage, unless occupied by a couple.
2. Fees are paid monthly in advance and revised at regular intervals.
3. Residents are encouraged to supply their own furniture, curtains, bed linen and a carpet with a suitable (non-slip) underlay. All furniture and soft furnishings must be fire retardant, and all electrical equipment will be subject to an annual PAT check.
4. No alteration or adaptations of electrical fittings or other items may be made without the prior consent of the Management. No appliance for heating may be used other than those supplied by BBCH.
5. No liability will be accepted by BBCH for Residents' personal effects, and Residents are advised to insure the same.
6. Any damage caused to a Resident's room/cottage will be paid for by the Resident.
7. A personal telephone may be installed at the Resident's expense.
8. Residents are required to supply the name, address and telephone number of a solicitor and a younger person/relative capable and willing to act on their behalf.
9. Residents are requested to draw up a Will, arrange a Lasting Power of Attorney and to ensure that the Management has up-to-date details of their next of kin.
10. The right is reserved for the Management to move Residents to alternative accommodation within the Home.
11. BBCH reserves the right, at the discretion of the Trustees, to ask a Resident to find alternative accommodation should that Resident become unable to live within the community in a considerate and thoughtful manner or require permanent nursing care.
12. Personal hygiene must be maintained to an acceptable standard.
13. Access to rooms for cleaning and statutory checks must be afforded.
14. There is a No Smoking Policy in the Home for the safety and comfort of all Residents.
15. Alcohol must not be consumed in a manner which would cause conflict with other Residents or be detrimental to the user.



16. BBCH has a policy of no pets in the Home.
17. Gifts directly to members of staff are not allowed and staff have been instructed not to accept them.
18. Refunds will not be given in the event of a Resident's death or vacation of their room/cottage unless the room/cottage is re-let during the period covered by an advance payment. In this case a pro-rata refund will be made. If a Resident is not in residence for more than 4 weeks then a reduction in fees will be considered to reflect the reduced costs.
19. Drugs and medications will be stored and administered in accordance with regulations and guidelines established by the relevant regulatory body.
20. Residents will be expected to behave in a reasonable manner and be responsible for their guests. Visitors will be made welcome at all reasonable times and are subject to the same guidelines.
21. BBCH reserves the right to exclude a Resident from certain communal areas if, in the opinion of the Management, the Resident's access to such areas might give rise to a risk of danger to the Resident or to others.
22. Residents will be required to understand fire procedures and take part in fire drills, etc.
23. A copy of the Complaints Procedure will be given to each new Resident as an appendix to the Residency Agreement, and in the event of a complaint being made, Residents are requested to advise the Management or the Trustees.
24. Our policy of access to records means that a Resident may see any records held in the Resident's personal file, by asking at the office.