

# **Residency Agreement**





#### HC-ONE

#### TERMS AND CONDITIONS OF PERMANENT RESIDENCE

#### PART 1: KEY INFORMATION

#### 1. INFORMATION ABOUT THIS CONTRACT

The Home is owned and operated by HC-One Limited. Please read it carefully as it is a legally binding contract. You may like to seek independent legal advice as it is important that you have read and understood it before entering into it. **If you think there is a mistake in the contract, please contact us immediately to discuss it.** 

## 2. WHO NEEDS TO SIGN THE CONTRACT?

You will need to sign this Contract if you are:

The resident	You are the resident and have capacity to sign the Contract. You
	will be personally bound by the Contract.
A representative of the	You are a representative of the resident and have agreed to pay
resident	all or part of the Fees. You will be personally bound by the
	Contract.
The resident's validly	You do not have any personal liability under the Contract but
appointed <b>Attorney</b> under	agree to pay the Fees on behalf of the resident.
an enduring or lasting	
power of attorney for	You agree to notify us straight away if your appointment ceases to
property and financial	be valid and of any replacement Attorney or Deputy.
affairs OR a validly	
appointed <b>Deputy</b>	
A Guarantor	You have agreed to guarantee payment of the Fees. Please
	review clauses 1-8 as you are agreeing to these clauses as a legal
	obligation.
Third Party	Where the resident has funds or capital below the threshold and is
	funded or part funded by social services or the NHS and there is a
	shortfall between the fees paid by the funding authority and the
	fees charged by the Home or additional services or a superior
	room is selected, in certain circumstances the difference can be
	paid by a third party. This is known in the Contract as a "Third
	Party Top Up". The person paying the "Third Party Top Up" will be
	asked to enter into a separate agreement with the Home in the
	form set out in Annex 3. Please see clause 3 for further details. Top
	Ups relating to local authority placements must always be agreed
	with the local authority.

## 3. INFORMATION ABOUT US

Name	HC-ONE LIMITED
Company number	07712656 (HC-One Limited)
Registered Office	Southgate House, Archer Street, Darlington,
	County Durham DL3 6AH
Website	www.hc-one.co.uk
Contact Telephone Number	01325 351100
Contact Email Address	contracts@hc-one.co.uk
VAT Number	218770886
Other Trading Names	HC-ONE No. 1 LIMITED
	HC-ONE No. 2 LIMITED
	HC-ONE No. 3 LIMITED
	HC-ONE No. 4 LIMITED
Other Company Numbers	10257888 (HC-One No. 1 Limited)
	05217764 (HC-One No. 2 Limited)
	07417290 (HC-One No. 3 Limited)
	07179086 (HC-One No. 4 Limited)

## 4. INFORMATION ABOUT YOU AND YOUR PLACEMENT

HOME DETAILS				
Но	me Name			
		RES	IDENT'S DETAILS	
Na	me	(Mr/Mrs/Miss/Ms/Dr)		
Da	te of Birth		National Insurance Number	
Da	te of		Room Number	
Ad	mission			
Ca	re Type Nursing/Dementia Nursing/ Dementia			
	Residential/Residential/Respite/Intermediate			
TO	BE COMPLET	ED FOR ALL RESIDENTS	1	
1. Have you a 12 Week Property		12 Week Property	Yes/No	
Disregard or Deferred Payment		or Deferred Payment		
Agreement in place with the local		t in place with the local		
authority?				
2.	-	he process of arranging	Yes/No	
a Deferred Payment Agreement?				
3. If you own a property, please				
provide the address.		e address.		

4. 5. 6.	If the property is jointly owned please provide details of all joint owners and their relationship to you. Please provide details of all individuals living at the property. Do you intend to sell your property?	Yes/No
7.	If 'yes' to the above, please confirm when you expect to market the property and the expected sale value.	
8.	Please provide details of savings or any other assets over the current local authority threshold (set at £23,250 in England or £50,000 in Wales) that you have.	

## 5. INFORMATION ABOUT YOUR REPRESENTATIVE/ATTORNEY

Full Name	(Mr/Mrs/Miss/Ms/Dr)		
Address		Post Code	
Telephone Number		Email Address	
	LEGAL STATUS (please tick ar	nd provide copy of a	documents)
Unregistered Enduring Power of Attorney			
Registered Enduring Power of Attorney			
Lasting Power of Attorney for Property and Financial Affairs			
Lasting Power of Attorney for Health and Welfare			
Court of Protection Appointed Deputy			
None of the above			

## 6. INFORMATION ABOUT THIRD PARTY (TOP UP)

Full Name	(Mr/Mrs/Miss/Ms/Dr)		
Address		Post Code	
Telephone Number		Email Address	

## 7. FEES

Total Weekly Fee		Review Date or Change	
(Please ensure the		in Circumstance Date	
boxes below match	£		
to the total weekly			
fee)			
PAYABLE B	Y (THE AMOUNTS BELOW SHO	OULD ADD TO THE TOTAL WE	EKLY FEE)
* If you are unsure o	bout any of the amounts be	low please refer to the gui	dance – Section 7
Resident (Private	£	Local Authority	£
Pay or Client			
Contribution)			
		Funded Nursing Care	£
Representative	£		
(Next of Kin) / (POA)		ICB/Health Board/NHS	£
Third Party (Top Up)	£		
(Accrual Amount –	£		
DPA)			
Name of Local			
Authority/ICB/Health			
Board/NHS			
If you own a property, please confirm the number of weeks that you are			
-	he Local Authority's current r	ules) before becoming	
eligible to apply for public funding			
These Fee details above (including the Total Weekly Fee) shall be deemed			
to be amended accordingly with effect from the date of any change to: (i)			
the Fees in accordance with clause 5; (ii) FNC, as referred to in clause 6; or			
(ii) any other component that makes us the Total Weekly Fee.			

#### **DECLARATION AND SIGNATURE**

I confirm that the details above are correct. I have read these Terms of Conditions of Placement Residence and confirm my agreement to them.

RESIDENT	
SIGNATURE	
PRINT NAME	
DATE	//

REPRESENTATIVE/ATTORNEY	
SIGNATURE	
PRINT NAME	
DATE	//

GUARANTOR	
SIGNATURE	
PRINT NAME	
DATE	//

HC-ONE	HC-ONE	
SIGNATURE		
FULL NAME/POSITION		
DATE	//	

## DATA PROTECTION INFORMATION

HC-One Limited, as a care provider, must collect and use some personal information on our residents and their families, including personal health information, which is essential to our being able to provide effective and safe care and support. We also must meet certain regulatory requirements around the delivery of effective and safe care and support, as well as complying with any investigations conducted by local authorities and law enforcement.

This information is contained in individual files (manual and electronic) and other record systems, all of which are subject to strict security and authorised access policies.

Please see our online privacy statement for further details on how we collect, use and store your personal information: <u>https://www.hc-one.co.uk/Footer-Links/General-Privacy-Notice.aspx</u>

Some or all of the personal data we will collect is:

- Basic personal information, including name and address, date of birth and contact details;
- Financial information, including account and transactional information and history;
- Information about you and your family (such as dependents, marital status, next of kin and contact details);
- Information about your preferences and interests;
- Visual images (such as copies of passports);
- Details of any services you have received from us;

• Information we receive from other sources, such as government departments and healthcare providers;

• Our correspondence and communications with you;

I confirm that I have read and understand the above in relation to HC-One collecting, using and storing my data as described and as necessary to provide the care agreed for within the terms of the contract.

RESIDENT	RESIDENT	
SIGNATURE		
PRINT NAME		
DATE	//	

REPRESENTATIVE/ATTORNEY	
SIGNATURE	
PRINT NAME	
DATE	//

## **KEY TERMS**

Date of Admission	This is the date on which we have agreed for you to move in.
Start Date	
	The date on which this Contract is signed by you. HC One Limited
Registered Provider	
CQC	Care Quality Commission, the national body which regulates the Home.
	Head Office: Citygate, Gallowgate, Newcastle-upon-Tyne, NE1 4PA
CIW	Care Inspectorate Wales, the national body which regulates the Home.
	Head Office: Welsh Government Office, Rhydycar Business Park, Merthyr
	Tydfil CF48 1UZ
Registered Manager	
Current Food	
Hygiene Rating	
Services included in	Care as set out in your care plan (excluding nursing care funded
your weekly Fee	by Funded Nursing Care).
	Furnished accommodation in a room for your exclusive use, unless
	you have decided to opt for a companion option where you
	choose to share a room with another resident, friend or spouse;
	A choice of meals, plus snacks and non-alcoholic or alcoholic
	(where allowed) drinks. We can also cater for special dietary
	requirements by arrangement.
	Full use of the lounge, dining rooms, bathrooms and any other
	communal areas and gardens in the Home.
	Certain activities and / or events and the use of recreational facilities
	(you may be asked to make a financial contribution to the cost of
	some excursions, however we will notify you of any required charge in advance of any such excursion).
	<ul> <li>Laundry service excluding dry cleaning and hand washing.</li> </ul>
	• Liaison with your GP, social worker, district nurse, dentist, chiropodist
	and other professionals. You may be asked to meet any charge that
	any of these professionals make in the event that these services are not available via the NHS.
	<ul> <li>Central heating (in season), hot water and lighting.</li> </ul>
	<ul> <li>Supply of bed linen and towels.</li> </ul>
	Maintenance of the grounds of the Home.
	• Maintenance and repair (as necessary) of the Home, its furnishings
	and furniture.
	<ul> <li>Insurance of the home and its contents (see clause 16 for further details).</li> </ul>
	<ul> <li>Intercommunication system and all necessary fire alarms,</li> </ul>
	extinguishers and emergency lighting.
	Internet access in line with our fair usage policy.
Extra Items	All personal items such as clothing, newspapers/magazines,
	toiletries and hairdressing.
	Clothing labels.
	• Specialist medical equipment not generally available in the Home
	and not provided by NHS.
	• Chiropody, physiotherapy, dental care, hearing aids, eye care
	(where not provided by NHS).
	Internet use in excess of our fair usage policy.
	<ul> <li>Clothing labels.</li> <li>Specialist medical equipment not generally available in the Home and not provided by NHS.</li> <li>Chiropody, physiotherapy, dental care, hearing aids, eye care (where not provided by NHS).</li> </ul>

	<ul> <li>eligible for a free licence).</li> <li>Dry cleaning.</li> <li>Private car hire or taxi service of except in cases of medical em</li> <li>Care and maintenance of pet</li> <li>Registration process in the eve</li> <li>Any other items of a personal r</li> <li>Fee.</li> <li>Participation in some external r</li> <li>The NHS continence service as</li> </ul>	licence (except where you are or transport to outside services hergency. 's.
Assisted Travel Charges	Urgent Medical Appointment Organised group trips	No charge No charge (unless otherwise advised)
	Non-urgent appointment	£15 per hour
Reservation Deposit	£200 per week for a maximum of one week. This will apply in the circumstances described in clause 1.5 if you wish to delay your Date of Admission and would like us to hold your place for you.	
First Four Weeks' Fees	£[ ]	
Minimum Proof of Funding Requirement	3 years	
Trial Period	4 weeks	
14 Day Cancellation Period How you can end	This only applies if we visit you in your home, hospital or somewhere other than the Home and you sign the Contract during or immediately after the visit. In these circumstances you can cancel the Contract for any reason within 14 days of signing this Contract by phone, email, letter, or by sending us the Cancellation Notice annexed to the Contract. We will refund any fees paid by you to the date of cancellation. We will not admit you to the Home until the 14 day Cancellation Period has passed unless you expressly ask us to by indicating your consent on the Notice of Right to Cancel Form. If you do consent, and subsequently cancel the Contract during the Cancellation Period, we will charge you for all Fees incurred to date. During the Trial Period One weeks' written notice	
the Contract after the Cancellation Period	After the Trial Period	Four weeks' written notice
How we may end the Contract after the Cancellation Period	During the Trial Period If you do not pay your Fees for 12 weeks If you breach the Contract or your behaviour is detrimental to the home, staff or residents	One weeks' written notice Four weeks' written notice Four weeks' notice if we cannot meet your needs (or sooner on agreement if your safety is at risk) following warnings and consultation

	Permanent closure of the home Four weeks' notice
Insurance	Our insurance for your personal effects/room contents covers up to £2000 per person. An excess of £100 will apply to each claim. See clause 16 for further details.
Changes to the Contract	We will provide you with six weeks' notice of any changes to the Contract. This may include non-fee related changes or an annual increase in Fees. If you don't agree with the changes you may end the Contract by providing us with four weeks' notice and the changes won't take effect until the end of that notice period. You may request changes to the Contract in writing and we will let you know if the change is possible. Please see clauses 5 (Changes to Fees) and 25 (Changes to the Contract).

#### PART 2: OUR CHARGES

#### 1 What is covered by our Fees?

- 1.1 Our weekly Fees include the services and items set out in the Key Terms under "Services included in your weekly Fee".
- 1.2 The cost of certain optional services and items are not covered by the weekly Fees but we can arrange for them to be provided to you at a cost. These are listed in the Key Terms under "Extra Items". You will be responsible for payment of these and we will advise you of their costs beforehand.
- 1.3 The first four weeks' Fees (see Key Terms) must be paid on the Date of Admission.
- 1.4 The Date of Admission is the date on which we have agreed you will move in to the Home and from which the Fees are due and payable. If you do not move in on this date, we will only maintain your place at the Home in accordance with the terms of clause 1.5.
- 1.5 If you do not wish to move in on the Date of Admission for any reason other than described in clause 1.6, you may ask us to hold your room by paying a Reservation Fee. You will need to sign the Reservation Agreement in Annex 2 and pay the Reservation Fee. Payment of the Reservation Fee ensures your room is held for a period of one week (Reservation Period) and is non-refundable. If you do not move in on the first day after the end of the Reservation Period, we may end the Contract with immediate effect and retain the Reservation Fee. If you do not pay the Reservation Fee on the date of the Reservation Agreement, we may end the Contract with immediate effect.
- 1.6 If the Date of Admission is delayed because we are at fault (for example, your room is not ready or where we withdraw our offer), we will hold your room for you without payment of a Reservation Fee.
- 1.7 If you intentionally damage or break anything (which in this context means "beyond normal wear and tear") we will make a charge for the cost or repair or replacement and a reasonable administration charge.

1.8 If you are unhappy with how we have handled arrangements concerning the Reservation Fee, you should follow the procedure set out in our complaints policy (see clause 24).

## 2 If you or your Representative pays our Fees in full

- 2.1 Fees will be collected on a four weekly or monthly basis as pre-agreed in line with our direct debit procedures. Prior to the first payment we will send an advance notice letter to advise of the first collection date. Extra Costs will be invoiced as and when incurred or as a minimum on a four weekly basis.
- 2.2 If you do not pay our Fees within 7 days of the date of invoice:
  - (a) we will notify you and may consult with you and your representative to find out the reason for the arrears;
  - (b) we may charge interest on Fees which are in arrears for more than 14 days from the date of invoice at the Bank of England Plc base rate calculated on a daily basis from the due date up to the date of actual payment;
  - (c) we may charge for all net reasonable professional and third party costs directly incurred in recovering outstanding Fees. These may include legal costs and those of a debt recovery agency we instruct to chase unpaid Fees;
  - (d) we may end the Contract. Please see clause 12.1.
- 2.3 **If you think an invoice is incorrect**, please let us know as quickly as possible. We will not charge interest on late Fees until we have resolved the issue. We will provide a statement of your account and receipt for any monies paid on request.
- 2.4 During your placement, you agree to provide us on request with details about your personal assets and finances so that we can ascertain your up-to-date financial position. You may be asked to provide proof of funding to a minimum of 3 years. You agree to notify us as soon as possible if there is any material change to your financial position which may impact on your ability to meet our Fees. In these circumstances we will meet with you to discuss the changes and how this may affect your place at the Home
- 2.5 You agree not to enter into a new legal mortgage or security over your property or assets (other than a deferred payment agreement with a local authority) without our prior written consent.

## 3. If your fees are paid in full or part by a funding authority.

3.1 If a local authority agrees to pay part of the Fees for a temporary period whilst your property is being sold (this is called a "**deferred payment agreement**), or for any other reason, and there is a shortfall between the amount the funding authority pays and the full Fees, then you and/or your Representative will be responsible for paying us the shortfall from the Date of Admission. During the period of a deferred payment agreement, you agree to provide us on request with updates on the progress of the sale of your property and estimated completion date.

- 3.2 Our Fees (including any shortfall set out in clauses 3.3 and 3.4) are payable within 21 days after the first to occur of the following:
  - (a) the date your property is sold or ownership is transferred to you by any other person;
  - (b) any action, proceedings or step is taken for your bankruptcy; or
  - (c) your death.
- 3.3 If the amount paid by the funding authority is not sufficient to meet our Fees, then we advise you to discuss this with the funding authority to ascertain whether they will meet the full Fees. If they will not, a relative or other third party may be required to make up the difference from the date your funding is agreed by the funding authority by way of Third Party Top Up. This person will need to sign a contract with the funding authority and ourselves. If this cannot be arranged then clause 4.3 will apply.
- 3.4 If you receive NHS funding, the amount the NHS pay may be less than the Fees charged by the Home. This is because the NHS will fix the level of fees it is willing to pay for your assessed healthcare needs. If the shortfall represents the cost of additional private care facilities (such as extra physiotherapy, beauty treatments or other lifestyle choices) and enhanced or superior accommodation provided by the Home which are not required to meet your assessed health needs and which you ask for ("Value Added Services") we advise you to discuss this with the NHS to ascertain whether they will meet the full Fees. If not, we can only provide the Value Added Services if the shortfall is paid by you or a third party. If this cannot be arranged then clause 4.4 will apply.
- 3.5 If a local authority decides that you are no longer eligible for funding then you will need to pay the full private fee rate, as notified by the Home Manager, from the date that the local authority notification is received by the Home. If you do not wish to pay the full private fees from the date notified you should end the Contract in accordance with clause 11. If the NHS decides that you are no longer eligible for NHS funding, then unless you are eligible for local authority funding and we are in receipt of funding from the local authority (in which case clauses 3.1 and 3.2 apply) you will need to pay the full private fee rate, as notified by the Home Manager, from the date that the NHS notification is received by the Home. For the avoidance of doubt, if the Council/NHS reclaim their fees prior to the received notification date then we will charge the Council/NHS fee to you to cover the same period reclaimed up to the notification date, with the full private fee then payable from the notification date and thereafter. If you do not wish to pay the full private fees from the date notified you should end the Contract in accordance with clause 11.

#### 4. What happens if your funding changes

4.1 If you start to run out of funds, or your care needs change to the extent that you may become eligible for your Fees to be paid in full or in part by the local authority or the NHS, you and/or your representative should notify the Home manager and make an application for funding as soon as possible. Assessments can take several months to complete and where you are applying for funding for the first time, we advise you to apply no later than three months before you expect to receive funding.

- 4.2 If the funding authority determines that you are eligible for funding, the decision may be backdated from the date of notification received by you and the Home. For the avoidance of doubt you will be required to pay the full Fees for your place until the date that the notification is received by the Home. You will be entitled to receive a refund of any sums paid by the funding authority towards the costs of your care for this backdated period. A statement of account will be provided.
- 4.3 If you are funded by a local authority and the amount paid by the funding authority is not sufficient to meet our Fees, then:
  - (a) if we have an alternative room at a lower charge, we may offer the room to you; and/or
  - (b) you may ask a relative or other third party to make up the difference from the date your funding is agreed by the funding authority by way of Third Party Top Up. This person will need to sign a contract with the funding authority and ourselves;
  - (c) you may end the Contract in accordance with clause 11.
  - (d) we may end the Contract in accordance with clause 12.
- 4.4 If you receive NHS funding, the amount the NHS pay may be less than the Fees charged by the Home. If the shortfall represents the cost of Value Added Services that you choose, then
  - (a) if we have an alternative room at a lower charge, we may offer the room to you;
  - (b) if the Value Added Services are additional services (rather than a higher cost room) we will not provide the Value Added Services unless you can pay for them;
  - (c) you can or you may ask a relative or other third party to make up the difference from the date your funding is agreed by the NHS by way of Third Party Top Up. This person will need to sign a contract with ourselves;
  - (d) you may end the Contract in accordance with clause 11;
  - (e) we may end the Contract in accordance with clause 12 if you require us to provide the Value Added Services but cannot pay for them.

If this is the case, we will notify the NHS so they can consider whether they can cover the full Fees.

#### 5. Changes to Fees

5.1 Your fees will be reviewed on an annual basis, the date of which will depend on the HC-One Care Home that you reside in. A list of annual fee review dates is provided in **Annex 4**.

Subject to clauses 5.2-5.6, your Fee will be fixed to the next annual uplift date, [as shown at the back of this document]. We will review and increase the Fee by 5.5% [on the next annual uplift date]. Please note the provisions of clause 6 (Funded Nursing Care) which confirm that any increases in the amount of FNC payable in respect of your care [where applicable] will not change the amount of Fees payable by you or any increase to those Fees payable under this clause.

For example, where your fee is £1,000 per week, [on the next annual uplift date] your new fee will be  $\pounds[1,055]$  per week. This equates to an increase of  $\pounds[2,860]$  over the year.

We will write to you providing a minimum of one month's prior notice to confirm the changes arising from our annual review and the new rates which will apply from the annual uplift date. This review is separate to any change in your Fee which occurs because of a change in your individual care needs.

If any increase in Fees results in the Home requiring an increase to the amount of a Third Party Top Up the Home will agree this with the local authority or NHS and the Third Party.

- 5.2 We may increase or decrease the Fees at other times where:
  - (a) clause 15.1 applies or where there is otherwise a change in your care needs, as assessed by health professionals, which results in the Home incurring either additional or reduced costs. We will consult with you and your representative before implementing a change and you will be entitled to see details of the assessments we have received as part of this process. If the change in your care needs results in you receiving 1:1 care from a member of staff, we may need to agree a new contract with you or your funding authority as applicable;
  - (b) if, at your request or to ensure your safety, (in circumstances other than those set out in 5.2(a) above), you move to a different room for which different Fees are payable. Details of our current room rates can be found on our website and are available on request. The new Fees will apply from the date of the room move;
  - (c) the amount of FNC is decreased (see clause 6).
- 5.3 If clause 5.2(a) applies, we will give you four weeks' written notice unless your care needs change very quickly and we have to put in additional care or facilities at short notice to safeguard your health, in which case we will provide at least 7 days written notice. If this happens and you don't want to pay the increased Fees, you may end the Contract by giving us 7 days written notice without penalty.

- 5.4 In addition to clause 5.3, there may be circumstances where not providing additional care immediately would be harmful to you. We will give you immediate notice of any Fee increase the additional care will entail. If you do not want to pay the increased Fees you may end the Contract without penalty.
- 5.5 In the circumstances set out in clauses 5.2, 5.3 and 5.4, if there is a dispute and you choose to remain in the Home, then provided our decision is supported by independent assessment, we may backdate our Fees to the date on which you began to receive additional care.
- 5.6 In exceptional circumstances, for example where there is a major change in legislation, sector regulations or government policy which significantly increases our costs of providing the service (perhaps new minimum staffing requirements or unforeseen changes to the national minimum or living wage), and to the extent not covered by clause 5.1 above, we may at the time of the annual review increase our Fees to reflect the increase in our costs.

## 6 Funded Nursing Care (FNC)

- 6.1 Nursing care provided by the Home may be funded by the NHS. This is called NHS Funded Nursing Care Contribution (FNC) and is provided by the NHS to contribute to the overall cost of providing registered nursing care services. It is separate to services covered by the Fees you pay us under this Contract (see Key Terms) We will let you know within 28 days of the Date of Admission, or as soon as practical thereafter, of any FNC which is paid in respect of your nursing care and provide you with a refund if the Fees we have charged to date include the FNC.
- 6.2 The FNC will be the rate set by the NHS from time to time and is subject to assessment. In most cases, the amount of FNC paid is insufficient to cover the actual costs of nursing care provided by the Home. We will notify you of any changes in the FNC rate from time to time. Any increases in the amount of FNC payable in respect of your care will not affect the amount of the Fees payable by you and you will not receive a refund of any Fees paid to date. If the FNC is decreased or stopped (other than where you have been temporarily admitted to hospital or in the period after death), we may need to increase our Fees to cover our costs and will do so in accordance with clause 5.2 above.

#### 7 Guarantor

- 7.1 If we have asked a Guarantor to guarantee payment of the Fees, they will be asked to sign this Contract. The role of a Guarantor is to pay the Fees and the costs of any Extra Items if you do not do so in accordance with this Contract. If you do not make a payment in accordance with clause 2.1, we will notify you and the Guarantor that a payment has been missed and consult with you and the Guarantor about resolving the issue. If the payment is not made in full within 11 weeks of its due date, the full amount (including any reasonable professional and administrative costs we directly incur in obtaining payment) will become due and payable by the Guarantor. If the Fees are not paid by the Guarantor within a further 7 days:
  - (a) we may end the Contract immediately in accordance with clause 12;

- (b) we may take enforcement proceedings against you and the Guarantor which may include the issue of court proceedings.
- 7.2 If the Guarantor no longer wishes to act as guarantor then 28 days' written notice is required. The Home may end the Contract by providing 28 days' notice if an alternative guarantor is not found before the Guarantor's notice period ends.

## 8 Absences and Hospital Visits

- 8.1 If you are absent from the Home for a period of time, including admission to hospital, your room will be reserved for you provided that the Fees are paid in full for the first four weeks and at a reduced rate of 90% thereafter. If you continue to be absent from the Home for a period in excess of 8 weeks we will contact you and your representative to see whether you are likely to return to the Home and seek agreement regarding further retention of your room. If agreement cannot be reached within a further period of 7 days of the date we contact you, the Home may give notice to you to end the Contract in accordance with clause 12.
- 8.2 Should you require a member of staff to accompany you to hospital (whether routine or emergency) or to an appointment, we reserve the right to charge an Assisted Travel. Fee Please see the Key Terms for details.
- 8.3 During the hours of 6pm and 8am, we are unable to accompany residents to hospital in an emergency. However we will ensure that full medical history and medication details accompany you along with details of the incident so that your care needs can be fully met by the hospital. We will notify your next of kin or representative immediately so they can meet you at the hospital.

## PART 3: ENDING THE CONTRACT

#### 9 Trial Period

9.1 The first four weeks of your placement will be a trial period. If you wish to leave during the trial period, you should give us one weeks' notice. If we do not think the placement is right for you, we may give you one weeks' notice. At the end of the trial period, if no notice has been given by either you or the Home, your placement will become permanent and can only be ended in accordance with the notice periods set out in clauses 11 and 12. If the placement does not become permanent, we will refund any Fees paid in advance for a place at the Home within 28 days after the end of the trial period, less any sums owing to us under the Contract.

- 10.1 This clause only applies if we visit you in your home, hospital or somewhere other than the Home or our offices and you sign the Contract during or immediately after the visit.
- 10.2 In these circumstances you can cancel the Contract at any time (and for any reason) within 14 days of signing this Contract by telling us by phone, email, letter, or by sending us the Notice of Right to Cancel Form annexed to the Contract. If you have not been admitted to the Home during that period, we will refund you all Fees paid to date including any Reservation Fees. We will not admit you to the Home until the 14 day Cancellation Period has passed unless you expressly ask us to by indicating your consent on the Notice of Right to Cancel Form. If you do, and subsequently cancel the Contract during the Cancellation Period, we will charge you for all Fees incurred to date.

## 11. How can you end the Contract?

11.1 If you no longer wish to stay at the Home, you may end the Contract by providing us with four weeks' written notice. Your Fees will remain payable until the end of the notice period even if you leave before then. If we are able to re-allocate your room to a new resident during the notice period, we will provide a pro-rata refund within 10 days of you leaving.

#### 12. How can we end the Contract?

If we can no longer meet	Our aim is to provide you with a home for life. However there are
your needs	times when the category of care we are registered to provide may
	not meet your needs or where we consider an alternative category
	of care to be in your best interests. If this happens, we will consult
	with all relevant parties to make alternative arrangements for your
	care. We will give you four weeks' written notice.
If you do not pay your	We will give you four weeks' written notice, if your Fees or any part
Fees	of them remain unpaid for a period of 12 weeks' from the due date
	for payment, provided that we have notified you of the missed
	payment(s) to enable you to clear the arrears.
Your	If, having taken into account the type of care we have agreed to
behaviour/incompatibility	provide, your behaviour (or that of your visitors) is such that we
	consider your continued placement at the Home to be detrimental
	to you, our staff or other residents or you persistently breach the
	Contract. Before asking you to leave we will make all reasonable
	efforts to address and manage detrimental behaviour, including
	giving warnings and consulting with you and your representatives.
	Where we ask you to leave we will give you four weeks' notice. If
	your behaviour is so extreme that immediate action is required to
	safeguard residents and staff we will consult with the local authority
	safeguarding team who may determine a suitable course of
	action. If you do not agree with our decision you may use the
	procedure detailed in clause 24.

12.1 We may end the Contract in the following circumstances:

Permanent Closure of the	Four weeks' notice.
Home	
Emergency Closure of the	In the unlikely event that the Home has to be closed in an
Home	emergency, we will ask you to leave immediately. We would try
	and offer you alternative accommodation at one of our other
	homes or provide reasonable assistance to help you find an
	alternative. If you accept the offer to stay in an alternative home
	the charges applicable to that home would apply. If you did not
	accept the offer or a place could not be found, we will refund any
	Fees you have paid in advance. If the closure is only temporary, we
	will suspend the Contract and Fees for that period and you will be
	offered the opportunity to move back to the Home.
lf you are in hospital	Four weeks' notice. Please see clause 8.1 for further details.

## 13. What happens when the Contract ends?

- 13.1 We ask you to remove your belongings from the Home on the day of departure. If you do not do so Fees will be charged until your room is cleared of personal belongings for a period of no more than 10 days from the date the Contract ends. If this is not possible, your representative can request in writing to extend the period. Full Fees will remain payable during the extension. Should the room be made available to another resident before the end of the period which has been pre-paid, we will provide you or your estate with a pro rata refund.
- 13.2 If neither the belongings are removed within the timescale stated above nor alternative arrangements are made, the Home may clear the room and store the possessions for a further period of 14 days. Any cost incurred will be charged to you or your estate (if applicable). The Home will write to you or representative to request removal of the belongings. If they are not collected within the 14 day period, the Home may dispose of them for a reasonable cost. The age and condition of the possessions will be taken into account when determining what is "reasonable". The Home will account to you for any proceeds of sale less any costs incurred in storing and disposing of the possessions.
- 13.3 We will provide you with a statement of account. Subject to clauses 1.7 (damage) and 13.4 we will refund any Fees or costs paid in advance for services not provided.
- 13.4 If the Contract ends due to your fault (for example, non-payment or your breach/behaviour), we may deduct from any amounts owing to you under clause 13.3, an amount necessary to compensate us for any loss directly caused by your conduct. Fees will remain payable for four weeks' from the date we give notice to you to end the Contract.

#### 14. What is the procedure in the event of death?

- 14.1 In the event of death we will notify your next of kin or representative and support your relatives and friends with any arrangements they wish to make. We will charge Fees for a minimum period of 3 days from the date of death. Should your representative require extra time to remove your belongings from the Home at that point, Fees will be charged for the lesser of 7 further days or until your belongings have been removed. If this is not possible, your representative can request in writing to extend the period. Full Fees will remain payable during the extension. Should the room be made available to another resident before the end of the period which has been pre-paid, we will provide your estate with a pro rata refund.
- 14.2 If neither the belongings are removed within the timescale stated above nor alternative arrangements are made, the Home may clear the room and store the possessions for a further period of 14 days. Any cost incurred will be charged to you or your estate (if applicable). The Home will write to your next of kin or representative to request removal of the belongings. If they are not collected within the 14 day period, the Home may dispose of them for a reasonable cost. The age and condition of the possessions will be taken into account when determining what is "reasonable". The Home will account to your estate for any proceeds of sale less any costs incurred in storing and disposing of the possessions.

#### PART 4: GENERAL TERMS

## 15. Your Room and Type of Care

15.1 Your placement does not give you a tenancy. We do not expect you to move rooms but reserve the right to do so if we consider it is in your best interests to do so or if you ask to move. This includes circumstances where there is a change in your care needs, and, as a result, we consider it necessary or in your best interests, following assessment by health professionals, to change: (i) the type of care to be provided to you by the Home; and/ or (ii) the unit or type of room which you inhabit within the Home. We will provide you with four weeks' notice but reserve the right to ask you to move immediately or on shorter notice (in accordance with clause 5.3 or 5.4) if your safety is at risk. If the alternative room is more or less expensive than your current room, a different rate may apply and your Fees will be amended in accordance with clause 5.2. If the new room is less expensive we will provide you with a refund of the part of the Fees paid in advance. The room number and care type in section 4 of Part 1 of this Contract shall be deemed to be amended accordingly with effect from the end of the relevant notice period (or such other date as stated in the notice). If you do not wish to move rooms you may end the contract by providing us with four weeks' notice and we will not charge any increased Fees during the notice period. Whilst we will respect your privacy we retain the right to full and unrestricted access to your room to provide the care you need.

#### 16. Insurance and personal belongings

16.1 You are welcome to bring personal possessions and furniture into the Home provided that any electrical items are PAT tested and the furniture meets health and safety regulations. For electric recliner chairs, privately owned wheelchairs (all types) and mobility scooters, proof of servicing within the last 12 months will be required prior to their use at the Home. You are responsible for the cost of annual servicing and maintenance of the same. We reserve the right to ask you to remove any items which are defective or dangerous. 16.2 Our insurance for your personal effects/room contents covers up to £2000 per person. An excess of £100 will apply to each claim. This does not cover damage by theft or personal effects partly or wholly of precious metal, jewellery, watches, furs, contacts lenses, portable electronic entertainment equipment, cameras, money or securities of any description. You should arrange your own insurance to cover these items. Whilst we make every effort to provide a secure environment we are not responsible for loss or damage to your belongings unless we have failed to take reasonable precautions to look after them. Further details of our insurance cover are included in the service user's guide.

## 17. Medication

17.1 All medication, including homely remedies, must be handed in on admission for securing in a lockable cabinet in your room or the home's drugs cupboard. You will be supported to self-medicate wherever possible and appropriate, in line with an appropriate risk assessment. If you do not self-administer your medicines safely or correctly we will review the risk assessment with you and may revert to administering medication for you.

## 18. Care Plans and Your Information

- 18.1 On admission to the Home, we will work with you to establish your personalised care plan which will be reviewed at intervals during your stay. Please ensure that all information you provide to us is provided on request, kept up-to-date and accurate and that you keep us informed of any changes.
- 18.2 We will collect and process personal data and sensitive data (also known as special categories of personal data) relating to you in accordance with our privacy policy, a copy of which will be provided to you on admission. We are committed to complying with the data protection legislation which is defined as, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK.

**Page 7** contains more information and your agreement to consent to our processing of your personal data.

## 19. Laundry

19.1 Although we take great care with your clothes, please note that we do not accept any responsibility for loss or damage to your clothing unless we fail to take reasonable precautions to look after them. We ask that all items are name-labelled please. We do not provide a dry-cleaning or hand-washing service as part of the Fees.

## 20. Personal Finances

- 20.1 Unless you ask us not to assist you, we will hold any personal allowance paid to you in a bank account. You will be given all necessary support to access your money and advised, on request, of your balance. If we become your appointee, we will manage your personal allowance on your behalf.
- 20.2 Our staff are not permitted to accept gifts or bequests, provide advice or sign documents concerning your personal finances, legal issues or otherwise. If requested, we can help you PEW240723 Page **20** of **34**

identify professional advisors to help you with your personal affairs but we do not recommend or endorse any particular professional and carry no liability for their advice or actions.

## 21. Accidents

21.1 We will notify your relatives or representative(s) of any accidents, injuries or illness sustained by you as soon as reasonably practicable to do so, with all incidents recorded in our log book which is available for inspection on request.

## 22. Visitors

- 22.1 It is our policy to encourage open visiting to the Home, provided that it is acceptable to the residents and does not adversely affect the quality of life of residents in any way. Please note that we reserve the right to refuse or limit entry to visitors if their behaviour is persistently or materially abusive or threatening or where they pose a real and significant danger to residents, staff or other visitors.
- 22.2 Any ban will be made after a thorough risk assessment and consultation with the individuals concerned and is subject to the appeal process set out in our complaint policy (see clause 24). We will keep any ban under regular review.

#### 23. General Rules

23.1 For the benefit of the smooth running of the Home and for the comfort and happiness of all residents, we ask you to observe a set of simple rules, which we will provide to you on admission and which are displayed in the Home. These include smoking and pet policies and fire safety measures.

#### 24. Resolving issues and our complaints procedure

- 24.1 We will ensure that we provide our service to you with reasonable care and skill and maintain a standard of care as required by law. We will not exclude or limit our liability to you where we fail to meet these standards (including where our negligence results in death or personal injury or loss or damage to your belongings).
- 24.2 We shall not have any liability to you if there is any interruption to the services arising from events beyond our reasonable control, for example fire, extreme weather conditions, terrorist activity or outbreak of an infectious disease. In such circumstances we will offer you all reasonable assistance and take all reasonable steps to ensure continuity of care for you.
- 24.3 We are always pleased to hear from you if you have comments or feedback about the Home. If you do feel that something is not as you would like it to be or you think we have made a decision which is unfair, please refer to our complaints procedure which is on display at the Home or for further information please speak to the Home Manager or contact the Standards & Compliance Team at:

Standards and Compliance Team Southgate House, Archer Street, Darlington, County Durham, DL3 6AH E-mail: <u>standards@hc-one.co.uk</u> Telephone: 01325 351100

- 24.4 Should you have any issues or queries about how we handle personal information about you or your relative, you should contact the HC-One Data Protection Officer. They can be contacted at the above address and phone number or by emailing: <u>DataProtectionOfficer@hc-one.co.uk</u>
- 24.5 Where you remain unhappy about the handling of personal information about you or your relative, you complain to the Information Commissioners Officer at:

Information Commissioners Officer Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF E-mail: <u>casework@ico.org.uk</u> Telephone: 0303 123 1113

## 25. Changes to the Contract

- 25.1 If we need to make any changes to this Contract, for example due to changes in how we operate the Home or changes to new legislation or government policy, we will provide you with at least six weeks' written notice. Where the change is substantial and exceptional but we cannot continue our service without making it, we will provide at least 16 weeks' notice and consult with you about it. The change will take effect on the date notified unless, before it is due to take effect, you give us four weeks' written notice to end the Contract. Clause 13.3 sets out how we will deal with refunds.
- 25.2 If you would like to make any changes to this Contract, please let us know. We will let you know if this is possible and agree any amendments to the Contract as a result.

#### 26. Legal Status of the Contract

- 26.1 If you have not signed this Contract but have been admitted to the Home, provided you were made aware of the terms of the Contract in good time before your Date of Admission, you will be deemed to have accepted it.
- 26.2 You agree that this Contract will take precedence over any other agreements made between us. This means that if you have signed a previous contract with us, this one will replace it.
- 26.3 This Contract shall be governed exclusively by the laws of England and Wales. Each of the parties to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle

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any disputes, which may arise out of or in connection with this Contract or its formation or validity and, for these purposes, each party irrevocably submits to the exclusive jurisdiction of the courts of England.

- 26.4 The Contract (Rights of Third Parties) Act 1999 shall not apply to this Contract. This means that a person or organisation who is not a party to the Contract cannot enforce its terms.
- 26.5 If a resident is funded by a funding authority and any of the terms of this Contract conflict with the terms of the funding authority's contract with the Home, the terms of the latter shall take precedence.
- 26.6 We may transfer this Contract to another organisation. We will consult with you in advance if we plan to do this. If you are unhappy with this, you may end the Contract in accordance with clause 11.
- 26.7 If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs in this Contract operates separately.
- 26.8 Even if we delay in enforcing this Contract, we can still enforce it later. For example, if you miss a payment and we do not chase you but continue to provide the services, we can still require you to make a payment at a later date.
- 26.9 Please make sure you have read the whole of this Contract before signing. You should take independent legal advice if you are unsure about anything.

#### ANNEX 1

## NOTICE OF THE RIGHT TO CANCEL

- You have a right to cancel this Contract without giving any reason.
- This right can be exercised by telling us by phone, email, letter, or by delivering the Cancellation Form below to our office at any time within the period of 14 days starting from the date you sign this Contract.
- You can still cancel this Contract at any other time by giving the required notice as set out in clause 11. To meet the deadline, it is sufficient for you to send your communication asking to cancel the Contract before the 14 day period has ended.
- If you asked us to provide the service during the 14 day period, you agree to pay us for any services you receive up to the date you sent us notice asking us to cancel the Contract.
- If you have already made payment to us (including the Reservation Deposit) we will reimburse you, less any amounts payable for the service provided.
- We will make this reimbursement within 14 days from the date you tell us you want to cancel. You will not incur any fees as a result of the reimbursement.

CANCELLATION NOTICE		
If you wish to cancel this Contract you may use this form but you do not have to. Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THIS CONTRACT.		
То:		
(Home Manager & Care Home)		
I give notice that I wish to cancel my contract dated with the above home in respect of		
(Resident Name)		
Signed		
Name and Address:		

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Date:	

Please sign below if you agree to us providing the service within the 14 day period you have to cancel this Contract.

#### Delete as appropriate:

I do/do not agree to the Home providing any services to me within the period of 14 days starting with the date this Contract was signed.

YOU	
SIGNATURE	
PRINT NAME	
DATE	//

#### ANNEX 2

#### **RESERVATION AGREEMENT**

This Agreement is made on [

#### Between

- (1) HC One Limited (registered company number 07712656) whose registered office is at Southgate House, Archer Street, Darlington, County Durham DL3 6AH ("Provider/us/we"); and
- (2) [Full name and address of resident/relative] ("you")

1

#### Terms

- 1. The Provider has agreed to offer a place at [name of home] ("**Home**") to [name of resident].
- 2. On [ ] the parties signed a contract confirming the resident would move into the Home on the Date of Admission ("Contract"). The terms and definitions set out in the Contract have the same meaning when used in this Agreement.
- 3. The resident is unable to move into the Home on the Date of Admission. The Provider has agreed to hold the room in accordance with the terms of the Contract provided that the Reservation Fee is paid on the date of this Agreement.
- 4. You agree to pay the Reservation Fee on the date of this Reservation Agreement.
- 5. This Agreement shall be governed exclusively by the laws of England and Wales. Each of the parties to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement or its formation or validity and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.
- 6. The Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement. This means that a person or organisation who is not a party to the Agreement cannot enforce its terms.

YOU	
SIGNATURE	
PRINT NAME	
DATE	

HC-ONE	
SIGNATURE	
FULL NAME/POSITION	
DATE	//

#### ANNEX 3

#### THIRD PARTY TOP UP AGREEMENT

This Agreement is made on [

Between

- (1) HC One Limited (registered company number 07712656) whose registered office is at Southgate House, Archer Street, Darlington, County Durham DL3 6AH ("Provider/us/we"); and
- (2) [Full name and address of top up payer] ("Third Party/you")

1

#### Background

- The Provider has agreed to offer a place at [name of home] ("Home") to [name of resident]. The place is part-funded by [name of local authority/NHS] ("Funding Authority") but the costs of the Home ("Fees") are higher than the funding provided by the Local Authority ("Funding").
- 2. The Third Party has agreed to pay the shortfall between the Fees and the Funding ("**Third Party Fees**").
- 3. Where the Funding Authority is the NHS, the Home confirms that the Third Party Fees do not cover assessed healthcare needs of the resident but are charged for additional costs relating to enhanced accommodation or services preferred by the resident.
- 4. The Provider has entered into an agreement with the Funding Authority for the Funding ("Funding Agreement").

#### Terms

#### 1. Fees and Payment

- 1.1 The amount of the Third Party Fees is  $\pounds$ [ ].
- 1.2 The Third Party Fees will be collected on a four weekly or monthly basis as pre-agreed in line with our direct debit procedures.
- 1.3 If you fail to pay the Third Party Fees on the due date, we will inform the Funding Authority immediately. The resident's place at the Home may be at risk if the Third Party Fees are not paid in full on their due date.
- 1.4 lf:
  - 1.4.1 the Third Party Fees are not paid in full within the terms of the Funding Agreement or this Contract; and/or
  - 1.4.2 you inform us that you can no longer pay the Third Party Fees

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we reserve the right to end this Contract in accordance with the terms of the Funding Agreement.

1.5 The fees will be reviewed on an annual basis, the date of which will depend on the HC-One Care Home that the resident resides in. A list of annual fee review dates is provided in Annex 4.

Subject to clauses 1.6-1.9, the Fee will be fixed to [**1 April**] of the following year. We will review and increase the Fee by 5.5% on [**1 April**] of the following year. Please note the provisions of clause 6 (Funded Nursing Care) which confirm that any increases in the amount of FNC payable in respect of the resident's care [where applicable] will not change the amount of Fees payable or any increase to those Fees or the Third Party Fees.

For example, where the resident's fee is  $\pounds1,000$  per week, [on the next annual uplift date] the new fee will be  $\pounds[1,055]$  per week. This equates to an increase of  $\pounds[2,860]$  over the year.

We will write to the resident providing a minimum of one month's prior notice to confirm the changes arising from our annual review and the new rates which will apply from the annual uplift date. This review is separate to any change in the Fee which occurs because of a change in the resident's individual care needs.

- 1.6 We may increase or decrease the Fees at other times where:
  - 1.6.1 there is a significant change in the resident's care needs, as assessed by health professionals. We will consult with the resident and their representative before implementing a change;
  - 1.6.2 if, at the resident's request or for their safety, they move to a different room for which different fees are payable. Details of our current room rates can be found on our website and are available on request;
  - 1.6.3 the amount of Funded Nursing Care (FNC) is decreased.
- 1.7 If the Fees are increased or decreased, we will provide you and the Funding Authority with four weeks' written notice before the change takes effect. The Funding Authority may or may not increase or decrease its Funding at the time the Fees are changed. The Third Party Fees will be increased or decreased to reflect the difference between the revised Fees and the Funding.
- 1.8 The obligation to pay the Third Party Fees will cease in accordance with the terms of the Funding Agreement. A copy of this will be provided with this Contract.
- 1.9 In exceptional circumstances, for example where there is a major change in legislation, sector regulations or government policy which significantly increases our costs of providing the service (perhaps new minimum staffing requirements or unforeseen changes to the national minimum or living wage), and to the extent not covered by clause 1.5 above, we may at the time of the annual review increase our Fees to reflect the increase in our costs.

#### 2. Ending the Contract

2.1 If you wish to end the Contract, you must give us four weeks' notice in writing.

## 3. Legal Status of the Contract

- 3.1 You agree that this Contract will take precedence over any other agreements made between us. If any of the terms of this Contract conflict with the terms of the Funding Agreement, the terms of the latter shall take precedence.
- 3.2 This Contract shall be governed exclusively by the laws of England and Wales. Each of the parties to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Contract or its formation or validity and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.
- 3.3 The Contract (Rights of Third Parties) Act 1999 shall not apply to this Contract. This means that a person or organisation who is not a party to the Contract cannot enforce its term.
- 3.4 Please make sure you have read the whole of this Contract before signing. You should take independent legal advice if you are unsure about anything.
- 3.5 We may transfer this Contract to someone else. We will contact you if we plan to do this. If you are unhappy with this, you may end the Contract by providing four weeks' notice.
- 3.6 If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs in this Contract operates separately.
- 3.7 Even if we delay in enforcing this Contract, we can still enforce it later. For example, if you miss a payment and we do not chase you but continue to provide the services, we can still require you to make a payment at a later date.

THIRD PARTY		
SIGNATURE		
PRINT NAME		
DATE	//	
HC-ONE		
SIGNATURE		
FULL NAME/POSITION		
DATE		

#### ANNEX 4

#### ANNUAL PRIVATE PAY FEE INCREASE DATE

Aberford Hall Care Home - 1st February Abermill Care Home - 1st February Aberpennar Court Care Home - 1st February Acacia Care Home - 1st February Acacia Court - 1st February Acacia Lodge - 1st January Acomb Court - 1st February Acorn Hollow Care Home - 1st February Adelaide House - 1st January Admirals Reach - 1st January Ailsa Craig - 1st January Alexander Care Home - 1st February Alexander Court Care Home - 1st February Altham Court - 1st January Amber Lodge - 1st February Amerind Grove - 1st January Annfield House Care Home - 1st February Appleton Lodge Care Home - 1st February Appleton Manor Care Home - 1st February April Park - 1st February Arcadia Gardens Care Home - 1st February Ascot Lodge Care Home - 1st February Ash Court - 1st February Ash Grange Care Home - 1st February Ashbourne Lodge Care Home - 1st February Ashgrove Care Home/Dudley - 1st February Ashgrove Care Home - 1st February Ashington Grange Care Home - 1st February Ashton Grange Care Home - 1st February Ashton View Care Home - 1st February Aspen Court - 1st January Aspen Court Care Home - 1st February Aston House Care Home - 1st February Augustus Court - 1st February Avalon Park Care Home - 1st February Avandale Lodge Care Home - 1st February Averill House Care Home - 1st February Avon Court - 1st January Avon Park - 7th March Bakers Court - 1st January Balcarres - 1st January Balfarg Care Home - 1st February Ballumbie Court Care Home - 1st February Balnacarron - 1st January Bankhouse - 1st January Bankwood Care Home - 1st February PEW240723

Barleystone Court Care Home - 1st February Barnby Court Care Home - 1st February Barton Brook - 1st January Beaconsfield Court Care Home - 1st February Beamish Homecare - 1st April Beauvale Care Home - 1st February Beechcroft Care Home - 1st February Beeches - 1st February Beeches Care Home /Nottingham - 1st February Beeches The, Care Home/Doncaster - 1st February Beeches The, Care Home/Dunfermline - 1st February Bellefield Care Home - 1st February Bereweeke Court - 1st January Berry Hill Care Home - 1st February Birches The, Care Home - 1st February Bishopsgate Lodge Care Home - 1st February Blar Buidhe Care Home - 1st February Bluebell View – 1st February Brandon House Care Home - 1st February Branston Court - 1st January Bridgewater Park - 1st February Brierton Lodge - 1st January Brindley Court Care Home - 1st February Broadoak Manor - 1st January Brompton House - 1st January Brookdale View Care Home - 1st February Brooklands Care Home - 1st February Cairnie Lodge Care Home - 1st February Callands Care Home - 1st February Capwell Grange - 1st January Carders Court - 1st January Carr Gate Care Home - 1st February Carrington Court Care Home - 1st February Castle Gardens Care Centre - 1st February Castle View Care Home - 1st February Catmoor House Care Home - 1st February Cedar Court Care Home - 1st February Cedar House Care Home - 1st February Chandlers Ford Care Home - 1st February Chapel Level Care Home - 1st February Charters Court - 7th March Chaseview (Romford)-1st January Chaseview Care Home (Staffs) - 1st February Chorlton Place Care Home - 1st February Church View Care Home - 1st February Claremont - 1st January

Clarendon Hall Care Home - 1st February Cold Springs Park - 1st January Colton Lodges - 1st January Copper Hill - 1st January Coppice Court - 1st January County Homes Care Home - 1st February Cradlehall Care Home - 1st February Croft Avenue - 1st January Cwrt-Clwydi-Gwyn Care Home - 1st February Daffodils The, Care Home - 1st February Daisy Nook - 1st February Dale Park Care Home - 1st February Daneside Court Care Home - 1st February Daneside Mews Care Home - 1st February Darnley Court - 1st January Defoe Court Care Home - 1st February Dingle Meadow Care Home - 1st February Douglas View Care Home - 1st February Dove Court - 1st January Dovedale Court Care Home - 1st February Drummohr Care Home - 1st February Eastbank - 1st January Eastbourne House - 1st February Eden House - 1st February Elmwood Care Home - 1st February Elmwood House - 7th March Elstree Court - 1st January Fairview Care Home - 1st February Falstone Court - 1st February Falstone Manor - 1st February Fazakerley House - 1st February Ferndale Court Care Home - 1st February Ferndale Mews Care Home - 1st February Fieldway - 1st January Finavon Court Care Home - 1st February Fir Trees - 1st February Fleming Court - 1st February Forest Court - 1st January Forthbank Care Home - 1st February Fosse Way View Care Home - 1<sup>st</sup> February Four Seasons Care Home - 1st February Foxton Court - 1st February Fullarton - 1st January Gallions View - 1st January Ghyll Grove - 1st January Gittisham Hill House - 7th March Glanffrwd Care Home - 1st February Godden Lodge - 1st January Grampian Court - 1st February Greatwood - 1st February PEW240723

Greenfield Park Care Home - 1st February Greengables - 1st January Greenways Court - 1st February Grev Ferrers - 1st January Grosvenor Park - 1st January Guide Lane Care Home - 1st February Hamewith Lodge Care Home - 1st February Harley Grange Care Home - 1st February Harnham Croft - 1st January Hartford Court - 1st February Hatton Lea - 1st January Haven - 1st January Hawthorn Court - 1st February Hebburn Court Care Home - 1st February Highclere - 1st January Highfield (Halesworth) - 1st January Highfield Care Home - 1st February Highgate (Glasgow) - 1st January Hillside View Care Home - 1st February Himley Mill - 1st January Hinckley Park Care Home - 1st February Hodge Hill Grange Care Home - 1st February Hollymere House Care Home - 1st February Holme Lea - 1st February Holmwood Care Home - 1st February Home Farm Care Home - 1st February Hurst Hall - 1st February Hyde Nursing - 1st February llsom House - 1st January Jack Dormand Care Home - 1st February John Joseph Powell - 1st February Kesteven Grange Care Home - 1st February Kings Park Care Home - 1st February Kingsfield - 1st February Kinnaird Manor Care Home - 1st February Kintyre Care Home - 1st February Kirkby House - 1st February Kirknowe - 1st January Kirkwood Court - 1st February Knowles Court - 1st January Knowsley Manor Care Home - 1st February Kyle Court Care Home - 1st February Ladywood Care Home - 1st February Larchwood Care Home - 1st February Lauren Court - 1st February Leeming Garth Care Home - 1st February Leighton Court Care Home - 1st February Linlithgow Care Home - 1st February Llys Newydd Care Home - 1st February Lomond Court Care Home - 1st February

Lothian House Care Home - 1st February Lunan Court Care Home - 1st February Lyndon Hall Care Home - 1st February Maana Care Home - 1st February Manor House - 1st January Maple Court Care Home - 1st February Maple Lodge Care Home - 1st February Market Lavington - 1st January Mavisbank Care Home - 1st February Meadow Bank - 1st January Meadow Bank House Care Home - 1st February Meadowlands Care Home - 1st February Melbury Court - 1st February Merino Court Care Home - 1st February Mersey Parks - 1st January Millbrook - 1st February Milliner House Care Home - 1st February Monmouth Court - 1st January Moss Park Care Home - 1st February MossDale Care Home - 1st February Moss View Care Home - 1st February Mugdock House - 1st January Murrayfield House Care Home - 1st February Needham Court - 1st February Newlands Care Home - 1st February Northgate House Care Home - 1st February Northview Lodge Care Home - 1st February Oak Tree Mews Care Home - 1st February Oakhill House - 1st January Oakland Care Home/Rochdale - 1st February Oaklands Care Home/Essex - 1st February Oakwood House - 1st January Old Gates - 1st January Orchard Mews Care Home - 1st February Orchard The, Care Centre/Alloa - 1st February Orchards The, Care Home/Birmingham - 1st February Overdene House Care Home - 1st February Park House - 1st February Parklands Care Home - 1st February Pendleton Court Care Home - 1st February Peniel Green Care Home - 1st February Pennwood Lodge Care Home - 1st February Perry Locks - 1st January Pinehurst - 1st January Plas Cwm Carw Care Home - 1st February Primrose House Care Home - 1st February Priorslee House Care Home – 1st February Priory Gardens Care Home - 1st February Priory Mews - 1st January Pytchley Court Care Home - 1st February PEW240723

Quarry Hall Care Home - 1st February Quayside - 1st January Redesdale Court - 1st February Redmill Care Home - 1st February Regency Court - 1st January Richmond House Care Home - 1st February Ridgeway Lodge - 1st January Rievaulx House - 1st February Ringway Mews - 1st January River Court - 1st January Riverside View Care Home - 1st February Roby House - 1st February Roby Lodge - 1st February Rose Court Care Home - 1st February Roseberry Court - 1st February Rosebridge Court - 1st February Roseland Court - 7th March Rowan Garth - 1st January Rowans The, Care Home - 1st February Roxburgh House Care Home - 1st February Sandon - 1st February Seabrooke Manor - 1st January Shaw Side - 1st January Shelton Lock - 1st January Sheraton Court - 1st February Silverwood Care Home/Nottingham - 1st February Silverwood Care Home/Rotherham - 1st February Snapethorpe Hall Care Home - 1st February Springfield Bank Care Home - 1st February Springfield House - 1st February Springwater Lodge Care Home - 1st February St Christophers - 1st January St Clare's Court - 1st February St James Park - 1st January St Margaret's Care Home - 1st February St Marks - 1st January St Martin's Care Home - 1st February St Marys - 1st January St Nicholas - 1st January St Peter's Court - 1st February Stadium Court - 1st January Stamford Court - 1st February Stoneleigh Care Home - 1st February Stoneyford Care Home - 1st February Strathtay House Care Home - 1st February Straven House - 1st January Summerhill - 1st January Summerville - 1st January Sunnyside - 1st February Sutherland Court - 1st February

Swallownest Care Home - 1st February Sycamores - 1st February Tenlands Care Home - 1st February Thamesfield - 7th March The Borrins - 1st January The Cambridge - 1st January The Crest - 1st January The Denby - 1st February The Elms - 1st January The Gables - 1st January The Gardens - 7th March The Glen - 1st January The Grange - 7th March The Harefield - 1st January The Hornchurch - 1st January The Hyde - 1st January The Moat House - 7th March The Oakes - 1st February The Polegate - 1st January The Red House - 1st January The Westbury - 1st January Tower Bridge Care Home - 1st February Trafalgar Park Care Home - 1st February Tranent Care Home - 1st February Victoria Gardens Care Home - 1st February Victoria House Care Home - 1st February Victoria Manor - 1st January Victoria Manor Care Home - 1st February Victoria Mews Care Home - 1st February Victoria Park Care Home/ Coventry - 1st February Victoria Park Care Home/Ilkeston - 1st February Village The, Care Home - 1st February Warrens Hall - 1st January Waterside - 1st January Westleigh Lodge Care Home - 1st February Westmoor View - 1st January Westwood Lodge - 1st February White Gables Care Home - 1st February White Rose House - 1st February Willow Court Care Home - 1st February Willows The, Care Home - 1st February Windsor Court Care Home - 1st February Winters Park - 1st January Wombwell Hall - 1st January Woodcross Care Home - 1st February Woodlands View - 1st January Woodside Court Care Home - 1st February Worsley Lodge Care Home - 1st February Wyndford Locks - 1st January Yew Trees - 1st February PEW240723