



CONTRACT OF CARE

Issued April 2019

Milestones Trust

PART 1: KEY INFORMATION

1. INFORMATION ABOUT THIS CONTRACT

The Home is owned and operated by Milestones Trust. Please read the Contract 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 resident	You are a representative of the resident and have agreed to pay all or part of the Fees. You will be personally bound by the Contract.
The resident's validly appointed Attorney under an enduring or lasting power of attorney for property and financial affairs OR a validly appointed Deputy	You do not have any personal liability under the Contract but agree to pay the Fees on behalf of the resident. You agree to notify us straight away if your appointment ceases to be valid and of any replacement Attorney or Deputy.
A Guarantor	You have agreed to guarantee payment of the Fees. Please review clauses 1-7 as you are agreeing to these clauses as a legal obligation.
Third Party	Where the resident is 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, 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 2. Top Ups relating to local authority placements must always be agreed with the local authority.

3. INFORMATION ABOUT US

Name	Milestones Trust
Company number	2011021
Registered Office	Unit 10, Eclipse Office Park, High Street, Staple Hill, Bristol, BS16 5EL
Website	www.milestonetrust.org.uk
Contact Telephone Number	0117 970 9300
Contact Email Address	info@milestonetrust.org.uk
Finance Dept Contact Name	TBC
Finance Dept Email Address	TBC
Finance Dept Tel no	TBC

4. INFORMATION ABOUT YOU AND YOUR PLACEMENT

HOME DETAILS			
Name, address & tel no. of Home			
Home Manager & contact info			
RESIDENT'S DETAILS			
Name	(Mr/Mrs/Miss/Ms)		
Date of Birth		National Insurance Number	
Date of Admission		Room Number	
Care Type	Nursing/Dementia Nursing/ Dementia Residential/Residential/Respite		
Name and Address of GP			
Respite Period	From:	To:	(respite only)

5. INFORMATION ABOUT YOUR REPRESENTATIVE/ATTORNEY

Full Name	(Mr/Mrs/Miss/Ms)		
Address		Post Code	
Tel Number		Email Address	
LEGAL STATUS (please tick and provide copy of document)			
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)		
Address		Post Code	
Tel Number		Email Address	

7. FEES

Total Weekly Fee (inclusive of FNC)	£1,200 standard bed fee (inclusive of FNC) Plus [] additional 1:1 support hours pw @£22.50 ph Total Fee £	Review Date	
PAYABLE BY			
Resident	£	Local Authority	£
Representative	£	Funded Nursing Care	£
Third Party	£	CCG/NHS	£
Name of Local Authority/CCG/NHS			

DECLARATION AND SIGNATURE

I confirm that the details above are correct. I have read the Contract and confirm my agreement to it.

RESIDENT	
SIGNATURE	
PRINT NAME	
DATE	___/___/___

REPRESENTATIVE / ATTORNEY	
SIGNATURE	
PRINT NAME	
DATE	___/___/___

GUARANTOR	
SIGNATURE	
PRINT NAME	
DATE	___/___/___

MILESTONES TRUST - HOME	
SIGNATURE	
FULL NAME / POSITION	
DATE	___/___/___

MILESTONES TRUST - FINANCE DEPT	
SIGNATURE	
FULL NAME / POSITION	
DATE	___/___/___

KEY TERMS

Registered Provider	Milestones Trust
CQC	Care Quality Commission, the national body which regulates the Home. Head Office: Citygate, Gallowgate, Newcastle-upon-Tyne, NE1 4PA
Services included in your weekly Fee	<ul style="list-style-type: none"> • Care as set out in your care plan. • Furnished accommodation in a room for your exclusive use. • A choice of meals, plus snacks and non-alcoholic drinks. • Full use of communal areas in the Home. • Certain activities (e.g. on site entertainment) 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). • Laundry service excluding dry cleaning. • 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. • Central heating (in season), hot water and lighting. • Supply of bed linen and towels. • Where applicable, access to the homes own transport (subject to the availability of the vehicle and a driver). • Maintenance of the grounds of the Home. • Maintenance and repair (as necessary) of the Home, its furnishings and furniture. • Insurance of the home and its contents (see clause 16 for further details). • Intercommunication system and all necessary fire alarms, extinguishers and emergency lighting. • Internet access in line with our IT Acceptable Use Policy
Extra Items	<ul style="list-style-type: none"> • All personal items such as clothing, newspapers/magazines, toiletries and hairdressing. • 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). • Private telephone and TV installation in your room and all associated costs. • Dry cleaning. • Private car hire or taxi service or transport to outside services except in cases of medical emergency. • Care and maintenance of pets, if pets permitted at the Home. • Registration process in the event of death. • Any other items of a personal nature not included in the weekly Fee. • Participation in some external recreational trips or social activities. • The NHS continence service assess and provide a maximum of four pads per 24 hour period. We reserve the right to charge for additional pads at £1 each.

Value Added Services	These are enhanced services provided to residents in receipt of NHS funding which fall outside of their assessed healthcare needs and for which a Top Up is payable and include: N/A												
Assisted Travel Charges	N/A												
Minimum Proof of Funding Requirement	2 years of bank statements clearly showing savings and/or regular income sufficient to cover the weekly fees.												
Trial Period	4 weeks (if applicable)												
14 Day Cancellation Period	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 within 14 working days. 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.												
How you can end the Contract after the Cancellation Period	<table border="0"> <tr> <td>Respite</td> <td>Ends at the end of the Respite Period</td> </tr> <tr> <td>During Trial Period</td> <td>one week</td> </tr> <tr> <td>After Trial Period</td> <td>28 days' written notice</td> </tr> </table>	Respite	Ends at the end of the Respite Period	During Trial Period	one week	After Trial Period	28 days' written notice						
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How we may end the Contract after the Cancellation Period (see clause 12)	<table border="0"> <tr> <td>Respite</td> <td>Ends at the end of the Respite Period</td> </tr> <tr> <td>During Trial Period</td> <td>one week</td> </tr> <tr> <td>If you do not pay your Fees for 12 weeks</td> <td>Immediately</td> </tr> <tr> <td>Your needs change and the Home cannot look after you</td> <td>28 days' notice</td> </tr> <tr> <td>If you breach the Contract or your behaviour is detrimental to the home, staff or residents</td> <td>Immediately following warnings and consultation</td> </tr> <tr> <td>Permanent closure of Home</td> <td>28 days' notice.</td> </tr> </table>	Respite	Ends at the end of the Respite Period	During Trial Period	one week	If you do not pay your Fees for 12 weeks	Immediately	Your needs change and the Home cannot look after you	28 days' notice	If you breach the Contract or your behaviour is detrimental to the home, staff or residents	Immediately following warnings and consultation	Permanent closure of Home	28 days' notice.
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Insurance	Our insurance for your personal effects/room contents covers up to £5,000 per person. An excess of £50 will apply to each claim. See clause 16 for further details.
Changes to the Contract	We will provide you with at least 6 weeks' notice of any changes to the Contract. This may include non-fee related changes or an increase in Fees. If you don't agree with the changes you may end the Contract by providing us with 28 days' 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 22 (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 at the agreed cost at the time.
- 1.3 If you damage or break anything (which in this context means "beyond normal wear and tear") or at the end of the Contract your room requires redecoration beyond our usual standard (as evidenced to you), we will make a charge for the cost or repair, replacement or redecoration.

2 If you or your Representative pays our Fees in full

- 2.1 Fees will be collected as follows:

- 4 weekly in advance for the first 28 days (paid by bank transfer or cheque on or before admission) and thereafter
- 2 weekly in arrears by direct debit.
- Invoices for care fees will not be issued unless specifically requested
- Statements of account will be issued periodically, or on request

Other methods of collecting the fees may be possible by specific arrangement with the finance team (see Part 1 section 3 for contact details)

Extra Costs will be invoiced as and when incurred or as a minimum on a 4 weekly basis.

- 2.2 **If you do not pay our Fees** on the due date:

- (a) we will notify you and may consult with you, your Guarantor (if applicable) and your representative to find out the reason for the arrears;
- (b) we may charge interest on Fees which are in arrears at a rate equal to the base rate of The Bank of England calculated on a daily basis from the due date up to the date of actual payment **OR** we may charge an administration fee of £25 for each failed DD collection.
- (c) we may charge for all 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 you have been charged incorrectly**, please let us know as quickly as possible. We will not charge interest on late Fees until we have resolved the issue (please see clause 21). We will provide a statement of your account and receipt for any monies paid on request.

- 2.4 You (and the Guarantor if applicable) agree to provide us on request with details about your (or their) personal assets and finances so that we can ascertain an up-to-date financial position. This will include up-to 2 years of bank statements (to evidence savings levels and/or regular income) to enable us to verify that you are able to fund the placement on a continuing basis. You and the Guarantor agree to notify us within 7 days of any changes to your (or their) financial position which may impact on your (or their) ability to pay or guarantee the Fees. In these circumstances we will meet with you to discuss the changes and how this may affect your place at the Home.

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**") and there is a shortfall between the amount the local 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 If the amount paid by the local authority is not sufficient to meet our Fees, then we advise you to discuss this with the local authority to ascertain whether they will meet the full Fees. If they will not, a relative or other third party can be asked to make up the difference from the date your funding is agreed by the local 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 or ceases then clause 4.2 will apply.
- 3.3 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 a shortfall exists then this will need to be paid by you or a third party. If this cannot be arranged then clause 4.3 will apply.
- 3.4 If a local authority decides that you are no longer eligible for funding then you will need to pay the full Fees yourself if you want to stay at the Home. If the NHS decides that you are no longer eligible for NHS funding, then unless you are eligible for local authority funding (in which case clauses 3.1 and 3.2 apply) you will need to pay the full Fees yourself in order to stay at the Home.

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. (Please note you remain responsible for paying the fees until such time as either the local authority or the NHS assumes responsibility).

Local authority funding

- 4.2 If the amount paid by the local authority is not sufficient to meet our Fees (or if a Third Party no longer wishes to pay the Third Party Top Up), then:
- (a) if we have an alternative room at a lower charge within the Home or our group of homes, we may offer the room to you; and/or
 - (b) subject to clause 3.2, 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.

NHS funding

- 4.3 If the amount paid by the NHS is not sufficient to meet our Fees (including any Value Added Services) (or if you or a Third Party no longer wishes to pay the Third Party Top Up), then:
- (a) if we have an alternative room at a lower charge within the Home or our group of homes, we may offer the room to you; and/or
 - (b) subject to clause 3.3, you may or 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 us;
 - (c) you may end the Contract in accordance with clause 11.
 - (d) we may end the Contract in accordance with clause 12.

5 Changes to Fees

- 5.1 Your Fees will be reviewed on an annual basis on the 1st June in line with either the annual inflationary uplift awarded by BCC or S Glos funding authority (or whichever funding authority is applicable to you) or 2.5%, whichever is the higher. We will provide you with at least six weeks' notice in advance of this.
- 5.2 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.

- 5.3 We may increase or decrease the Fees at other times where:
- (a) there is a significant change in your care needs, as assessed by health professionals resulting in the Home incurring either additional or reduced costs (e.g. staffing costs or specific individual specialist equipment). 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;
 - (b) the amount of FNC is decreased or stopped (see clause 6).
- 5.4 If clause 5.3(a) applies, we will usually give you 28 days' written notice before the change takes effect unless your care needs have increased significantly and unexpectedly. If, as part of the consultation, an issue is raised over your assessment, we will suspend our notice period until the dispute is resolved. If your care needs change very quickly and we have to put in additional care or facilities at short notice or ask you to move rooms, we will try to provide at least 7 days written notice of any change. If this happens and you don't want to pay the increased Fees, you may end the Contract without penalty before the increase in Fees takes effect.
- 5.5 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 Fees increase the additional care will entail. If you do not want to pay the increased Fees you may end the Contract immediately without penalty.
- 5.6 In the circumstances set out in clauses 5.3- 5.5, if there is a dispute and you choose to remain in the Home whilst it is resolved, then provided our decision is supported by an independent assessment, we may backdate our Fees to the date on which you began to receive additional care.

6 Funded Nursing Care (FNC)

- 6.1 Nursing care provided by the Home **may** be funded in part 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 inclusive of the core weekly bed fee for the home, as not all residents will be eligible for this contribution. The Home Manager will apply for this funding on your behalf and will let you know as soon as practical thereafter, of any FNC which has been approved and paid in respect of your nursing care. We will provide you with a refund within 28 working days of receipt by us of the FNC.
- 6.2 The FNC will be the rate set by the NHS from time to time and is subject to assessment. 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 future increases in the amount of FNC payable in respect of your care will not affect the share of the core weekly bed fee payable by you. If the FNC is stopped (other than where you have been temporarily admitted to hospital or in the period after death), we will need to then charge you the total core weekly bed fee and will do so in accordance with clause 5.2 and 5.3 above.
- 6.3 If you are notified that you are no longer eligible for FNC contribution you must inform the Home Manager within 14 days so that the total gross weekly bed fee can then be collected correctly from you.

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 of Fees or Extra Items when due, 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 10 weeks of its due date the full amount (including any costs and interest payable under clause 2) 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 4 weeks and at a reduced rate of 80% thereafter. If you continue to be absent from the Home for a period in excess of 8 weeks we will consult with you and your representative to 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 Between 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 For permanent placements only, 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 working days after the end of the trial period, less any sums owing to us under the Contract.

10. Cancelling the Contract within 14 days of signing

- 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 (see section 3 re contact details) 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 within 14 working days. 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 after the Cancellation Period?

- 11.1 If you are a permanent resident and no longer wish to stay at the Home, you may end the Contract by providing us with 28 days' 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 of your Fees within 28 working days of you leaving.
- 11.2 If you are with us for respite care:
- (a) the Contract will end on the expiry of the Respite Period. If the Respite Period is extended by agreement, any reference to Respite Period in the Contract shall include the agreed extension;
 - (b) the Contract will end if either us or you give the other one weeks' notice to end it.

12. How can we end the Contract?

12.1 If the Contract is for permanent residence we may end the Contract in the following circumstances:

If we can no longer meet your needs	Our aim is to provide you with a home for life. However there are times when the category of care we are registered to provide may not meet your needs. If this happens, we will consult with all relevant parties to make alternative arrangements for your care. We will give you 28 days' written notice.
If you do not pay your Fees	Immediately if your Fees or any part of them remain unpaid for a period of 10 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.
Guarantor gives notice	On 28 days' notice unless a replacement is found (see clause 7)
Your behaviour/ incompatibility	If, having taken into account the type of care we have agreed to provide, your behaviour (or that of your visitors or representatives) is such that we consider your continued placement at the Home to be detrimental to you, our staff or other residents. 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 28 days' 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 21.
Permanent Closure of the Home	28 days' notice.
Emergency Closure of the Home	In the unlikely event that the Home has to be closed in an emergency, we will ask you to leave immediately and will work with you to help you find suitable accommodation. 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 once reopened.

13. What happens when the Contract ends?

- 13.1 We ask you to remove your belongings from the Home on the day of departure, or as soon as you can thereafter. 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 it is not possible to clear the room within 10 days you 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 with a pro rata refund within 28 working days of the date the new resident moves in.
- 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. The Home will write to you or your 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 reasonable costs incurred in storing and disposing of the possessions within 30 days of the date of sale.
- 13.3 We will provide you with a statement of account. Subject to clauses 1.3 (damage) and 13.4 we will refund any Fees or costs paid in advance for services not provided within 28 working days.
- 13.4 If the Contract ends due to your fault (for example, non-payment or your 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.

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. If your belongings have not been removed from the Home by that point, Fees will be charged for the lesser of 7 further days or until 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 within 28 working days of the date the new resident moves in.
- 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 your estate. 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 after that time. 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 within 28 days of the date of sale.

PART 4: GENERAL TERMS

15. Your Room

- 15.1 Your placement does not give you a tenancy. We do not expect you to move rooms but reserve the right to move you if we consider it is in your best interests (to better meet your care and support needs), if we need to do repairs or work or if you ask to. We will provide you with 28 days' notice but reserve the right to ask you to move immediately if your safety is at risk. Except in the case of renovation/repairs, 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 part of the Fees paid in advance within 28 working days. If you do not wish to move rooms you may end the Contract by providing us with 28 days' notice and any increase in Fees will not apply during the notice period.
- 15.2 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, the furniture meets health and safety regulations and you clearly mark them as yours. 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 £5,000 per person. An excess of £50 will apply to each claim. 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. Care Plans and Your Information

- 17.1 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 we ask for is provided promptly on request, kept up-to-date and accurate and that you keep us informed of any changes.
- 17.2 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.

18. Laundry

- 18.1 Although we take great care with your clothes, please note that we are not responsible 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. Please note that where the circumstances of your care require very frequent washing then these may wear out more quickly and require replacing more regularly.

19. General Rules

19.1 For the benefit of the smooth running of the Home and for the comfort and happiness of all residents, you agree to observe a set of simple rules, which we will provide to you on admission and which are displayed in the Home.

20. Visitors

20.1 It is our policy to encourage open visiting to the Home, provided that it 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 significantly abusive or threatening or where they pose a real and significant danger to residents, staff or other visitors.

20.2 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 complaints policy (see clause 21). We will keep any ban under regular review.

21. Resolving issues and our complaints procedure

21.1 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). We maintain adequate insurance up to £5,000,000 in respect of any one occurrence.

21.2 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.

21.3 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 available at the Home, and on our website, or for further information please speak to the Home manager.

22. Changes to the Contract

22.1 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 12 weeks' notice and consult with you about it. Any change will take effect on the date notified.

22.2 If you do not agree to the changes you may end the Contract by providing 28 days' notice. The change will not come into effect during that period.

22.3 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.

23. Legal Status of the Contract

- 23.1 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.
- 23.2 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.
- 23.3 This Contract is subject to the laws of England and Wales. Any dispute under it will be dealt with in the courts of England.
- 23.4 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.
- 23.5 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.
- 23.6 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.
- 23.7 If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs in this Contract operates separately.

ANNEX 1

NOTICE OF THE RIGHT TO CANCEL

- You have a right to cancel this Contract without giving any reason at any time within the period of 14 days starting from the date you sign this Contract.
- This right can be exercised by telling us by phone, email, letter or by delivering the Cancellation Form below to [our head 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 admit you to the Home during the 14 day period, you agree to pay us for the period up to the date you sent us notice asking us to cancel the Contract.
- If you have already made payment to us we will reimburse you, less any amounts payable for the service provided.
- We will make this reimbursement within [10 working 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)

To: [name and address]

I give notice that I wish to cancel my contract dated [date] with [] reference number []:

Signed.....

Name and Address:.....

.....

.....

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/the resident within the period of 14 days starting with the date this Contract was signed.

SIGNATURE	
PRINT NAME	
DATE	___/___/___

ANNEX 2

THIRD PARTY TOP UP AGREEMENT

This Contract is made on []

Between

- (1) Milestones Trust, Unit 10, Eclipse Office Park, High Street, Staplehill, Bristol, BS16 5EL, registered co no 20110210 ("**Provider/us/we**"); and
- (2) [*insert full name and address of top up payer*] ("**Third Party/you**")

Background

1. 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 Provider 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 £[].

1.2 The Third Party Fees will be collected on a 4 weekly basis as follows:

- 4 weekly in advance for the first 28 days (paid by bank transfer or cheque on or before admission) and thereafter 2 weekly in advance and 2 weekly in arrears by direct debit.
- Invoices for third party fees will not be issued unless specifically requested
- Statements of account will be issue periodically, or on request

Other methods of collecting the third party fees may be possible by specific arrangement with the finance team (see Part 1 section 3 for contact details)

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 If:
- 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 or wish to end the Contract

we reserve the right to end this Contract in accordance with the terms of the Funding Agreement in which case the resident's place at the Home may be at risk.

- 1.5 The Third Party Fees will be reviewed on an annual basis in accordance with the terms of the Funding Agreement. We may review the Fees in line with either the annual inflationary uplift awarded by BCC or S Glos funding authority (or whichever funding authority is applicable to you) or 2.5%, whichever is the higher. We will provide you with at least six weeks' notice in advance of this.
- 1.6 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 1.5 above, we may at the time of the annual review increase our Fees to reflect the increase in our costs.
- 1.7 We may increase or decrease the Fees at other times where:
- 1.7.1 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;
 - 1.7.2 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;
 - 1.7.3 the amount of Funded Nursing Care (FNC) is decreased.
- 1.8 If the Fees are increased or decreased, we will usually provide you with 28 days' written notice before the change takes effect and will discuss with the Funding Authority whether it will meet the extra costs. 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.
- 1.9 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.

2. Ending the Contract

- 2.1 If you wish to end the Contract, you must give us 28 days' 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 is subject to the laws of England and Wales. Any dispute under it will be dealt with in 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 consult with you in advance if we plan to do this. If you are unhappy with this, you may end the Contract by providing 28 days’ 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	___/___/___

MILESTONES TRUST	
SIGNATURE	
FULL NAME/POSITION	
DATE	___/___/___