**RESIDENCY AGREEMENT**

**Between (the Resident, hereafter referred to as “the Resident”, “you” or “your”)**

**and**

**RICHMOND HOUSE, CRIEFF (the Service Provider, hereinafter referred to as “we”, “the Service Provider” , “The Care Home”, “our” or “us”)**

**for the provision of care and accommodation at Richmond House Care Home**

This is the Written Agreement required by National Care Standards that sets out the Terms and Conditions of Residency between the Resident and (where applicable) the Service Provider and links to the Service Provider’s Contract with the Council.

**Please read this Residency Agreement carefully before signing as this Residency Agreement is legally binding on you. You may wish to seek independent legal advice before signing as it is important that you have read and understood the Agreement before entering into it**.

RICHMOND HOUSE, CRIEFF

Richmond House

Drummond Terrace

Crieff PH7 4AF

Telephone 01764 653934

E-mail: [Admin@richmondcommunity.org](mailto:stacy@richmondcommunity.org)

A Scottish Charitable Incorporated Organisation (SCIO) registered in Scotland under reference SC000685

INDEX

1. Aims, Objectives and Principles of the Service
2. Definitions
3. About You
4. Accommodation
5. Trial Period
6. Care to be Provided
7. Our Obligations to You
8. Your Obligations to Us
9. Insurance
10. Hearing Aids
11. Personal Expenses
12. Data protection
13. Financial means
14. Fees
15. Changes to your Fees
16. Payment Terms
17. Additional Service Charges
18. Property/ Property Disregard
19. Absences
20. Fees payable following your death
21. Fee Guarantee
22. Notice and Termination
23. Respite/short term placement
24. Suggestions and complaints
25. Further Information
26. Changes to this Agreement
27. Legal Status of Agreement
28. Acceptance and Declaration

Appendix 1 – Financial circumstances questionnaire

Appendix 2 – Initial Fee payable on Admission

Appendix 3 – Fees payable

1. **Aims, Objectives and Principles of the Service Provider**

We, the Service Provider will meet all of your assessed needs in relation to accommodation,

meals, activities, support care, including, where applicable, nursing care.

The service that you receive will be flexible and designed to meet your needs as specified in your Care Plan. We will employ and ensure that at all times sufficient, qualified and suitably trained and experienced Staff are available to deliver the Service.

The service that you receive shall comply with all National Care Standards and shall promote the principles behind the Care Standards which are guided by the overarching principles of:

* Dignity and respect
* Compassion
* Be included
* Responsive care and support
* Wellbeing

A copy of the Care Standards shall be available on request from either your Social Work Officer or the Service Provider. Upon request we will be pleased to make available copies of Inspection Reports issued by the SCSWIS in respect of The Care Home, these reports can also be found online.

We shall follow the requirements set out in this Residency Agreement and the Contract in place between us and your Local Authority (where applicable). A copy of the Local Authority Contract may be obtained from your Social Work Officer.

You and your Legal Representative shall be consulted on all significant proposals, which affect your life or comfort, and your views shall be taken into account.

You and your Legal Representative shall be offered a range of opportunities to give your views, make comments, and offer ideas, both individually and in groups, about the Service provided.

1. **Definitions**

“Agreement” means this agreement between us and you.

“Care Assessment” means the Community Care assessment of your needs which is arranged and approved by the Council.

Social Care and Social Work Improvement Scotland (SCSWIS) means the Public Body which regulates care services (known as the Care Inspectorate) and has its Head Office at Compass House, 11 Riverside Drive, Dundee.

“Social Work Officer” means the person chosen by the Council to assess, oversee and review the care provided to you by us.

“Care Standards” means the National Care Standards, which describe what you can expect to receive from us.

“Care / Personal / Support Plan” refers to the plan developed between us which details your needs and preferences and sets out how these shall be met in a way that you find acceptable.

The terms “Local Authority” and “Council” may be used interchangeably throughout.

“FNC” means Funded Nursing Care

“FPC” means Free Personal Care

“The Care Home” means Richmond House Care Home

“Legal Representative” meansa third party who has legal authority to make decisions on your behalf with regards to welfare and/or finance whose details are provided at clause 3 below.

The appendices to this Agreement form an integral part of the Agreement and any reference to this Agreement shall incorporate the appendices.

**This document should be read in conjunction with our Residents Welcome Pack which includes details of our Policies, Care Plans etc. and holds more general but non contractual information about us and The Care Home.**

**3. About You**

|  |  |
| --- | --- |
| **ABOUT YOU** | |
| **Resident’s Full Name** |  |
| **Resident’s Previous Address** |  |
| **Postcode** |  |
| **Date of Birth** |  |
| **National Insurance Number** |  |
| **Date of Admission** |  |
| **Room Number at Date of Admission (if known)** |  |
| **Care Type at Date of Admission (please tick)** | * **Nursing** * **Dementia Nursing** * **Dementia Residential** * **Residential** * **Respite** * **Rehabilitation** |

|  |  |  |  |
| --- | --- | --- | --- |
| **ABOUT YOUR LEGAL REPRESENTATIVE** | | | |
| **Name of Resident’s Legal Representative** | |  | |
| **Relationship to Resident** | |  | |
| **Legal Representative’s Address** | |  | |
| **Postcode** | |  | |
| **Telephone Number** | |  | |
| **Email Address** | |  | |
| **Legal status (please tick and provide copies of documents)** | | | |
| * **Registered Continuing (financial) and Welfare Power of Attorney** * **Registered Welfare Power of Attorney only** * **Registered Continuing (financial) Power of Attorney only** * **Intervention Order** * **Guardianship** * **Other (please specify)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | |
| **LOCAL AUTHORITY DETAILS** | | |
| **Name** |  | |
| **Address** |  | |
| **Telephone number** |  | |
| **Email address** |  | |

|  |  |
| --- | --- |
| **THIRD PARTY CONTRIBUTOR DETAILS**  The person or Organization responsible for any top-up payments in relation to Fees (for example, a private pension provider). | |
| **Name / Company Name** |  |
| **Address** |  |
| **Telephone number** |  |
| **Email address** |  |

**4. Accommodation**

4.1 Your room shall be a (delete as necessary) single/double/en-suite/furnished room which we shall maintain in good decorative order, and which shall include a lockable facility. Should you wish, we shall provide a lock and key for your room.

4.2 No tenancy of any kind is intended to be created in respect of the occupancy of your room. You shall only be requested to move from your appointed room if it is absolutely necessary, and only with your consent and consent of the Local Authority (if appropriate) in advance, except in the event of an emergency. Following the emergency, which necessitated the move, you shall be returned to your former room if you so request and if appropriate.

4.3 You are welcome to bring personal possessions and furnishings into The Care Home to personalise your room, provided that other Residents or Staff are not inconvenienced or put at risk. We shall give you a written inventory of your possessions and furnishings upon your admission to The Care Home, and we shall keep a copy of our records and shall update it as appropriate.

It must be noted that electrical items are subject to testing in order to ensure safety and we cannot allow unsafe appliances to be used within The Care Home. You are responsible for having equipment safety tested prior to admission and we shall require evidence that this has been satisfactorily carried out. We shall be responsible for subsequent safety testing, but repair and replacement of equipment belonging to you remains your own responsibility. Any electrical items that do not pass mandatory testing are prohibited from being used in the Care Home and must be removed.

For privately owned electric recliner chairs, privately owned wheelchairs and privately owned mobility scooters, proof of servicing within the last 12 months will be required prior to their use at The Care Home. You will be responsible for the cost of annual servicing and maintenance of the same.

Any furnishings and furniture that you wish to bring into The Care Home must comply with fire safety requirements.

We reserve the right to refuse to allow any item to be brought into the home, or to ask you to remove an item, where we consider it to be a fire risk, defective, dangerous or other hazard.

If bringing items into the home, you are responsible for removing them.

4.4 We shall provide light and heat and shall explain to you how you may control the temperature in your room.

4.5 We shall ensure that your room is in good decorative order. If you choose to have your room decorated to reflect your own taste you shall meet any additional costs incurred.

4.6 We shall ensure a high standard of cleanliness in your room and throughout The Care Home.

4.7 We shall provide you with bed linen, towels, flannels and similar items for your own use together with a laundry service for your personal clothing, except dry cleaning. Bed linen shall be changed weekly and as necessary. Personal laundry must be labelled and machine washable. If you require assistance labelling clothes we shall be pleased to help. As the machines are industrial, clothing may wear out quicker than in a domestic situation. Please note that we are not responsible for supplying you with personal clothing.

4.8 Within The Care Home you shall have unrestricted access to your own room, all communal areas and garden subject to personal risk assessment (e.g. in respect of areas such as the staircase, lift, etc.).

4.9 We shall provide you with a choice of menu for breakfast, lunch and evening meal which shall accommodate your dietary needs and, as far as practicable, your personal preferences. Snacks and drinks are available throughout the day and night.

4.10 There is a policy of no smoking within The Care Home.

4.11 You are free to consume alcohol, under supervision, if you wish. If we have concerns about the effects upon you, your medication and/or other Residents or Members of Staff, we shall review this together in your Personal Plan.

**5.** **Trial Period**

5.1 The first four weeks of your residency shall be regarded as a Trial Period to ensure that The Care Home is suitable for you. If, at the expiry of the Trial Period, you are happy with the Services and The Care Home, your residency shall become permanent.

5.2 If, at or before the expiry of the Trial Period, you decide that permanent residency at The Care Home is not suitable for any reason, you should give us one weeks’ written notice. If during the Trial Period we consider that permanent residency is not suitable for any reason we may give you one weeks’ written notice if we consider that The Care Home is not suitable for your needs.

5.3 If your residency does not progress beyond the trial period, you will be entitled to a refund of any Fees paid in advance which relate to the period following the expiry of the notice period.

**6. Care to be Provided**

6.1 We shall provide you with personal care in accordance with your assessed needs and Care Plan as supplied to us by your Social Work Officer, a copy of which shall be given to you by your Social Work Officer. We shall develop this with you into a more detailed Personal Plan during your Trial Period in The Care Home. We shall then review this with you as required, and at least every 6 months.

6.2 Your Social Work Officer shall arrange a formal review of your placement at the end of your Trial Period and shall inform you and/or your Legal Representative of subsequent review arrangements.

6.3 Where your care needs change significantly, we shall request a review with your Social Work Officer.

6.4 Whilst we do not offer FULL nursing care ourselves, we shall make arrangements with the National Health Service (NHS) Community Nursing Service on your behalf, when necessary, and as required. For the majority of individuals, Richmond House can provide all required care including management of more complex conditions such as PEG maintenance, oxygen, etc.

6.5 We shall choose a named member of our Staff to be your key worker who shall be responsible for overseeing your day to day care, and to discuss with you your care needs on an ongoing basis.

6.6 You may still use the services of your own general practitioner (GP), if the GP so agrees, or we shall assist you to transfer to a local GP. If you register privately with a GP the supply of drugs and medications shall also be private and any charges arising shall be made accordingly.

6.7 We shall enlist the support of the NHS as necessary for routine health checks and also to enable you to remain in The Care Home in the event of illness, should you so wish, unless your GP recommends alternative arrangements.

6.8 The administration of your medicines shall be discussed and agreed with you and shall be recorded in your Personal Plan.

6.9 There shall be a choice of social and recreational activities if you wish to participate. You shall be consulted in the planning of these activities. Your voice within The Care Home is extremely valuable to us, you will be given the opportunity to participate in a number of ways within the home. The Manager maintains an ‘open-door policy’ and you (or your Representatives) are welcome to contact her at any time.

**7. Our Obligations to You**

We agree:

7.1 To ensure that the Service Provider complies with the conditions of registration and maintain at The Care Home at all times the standard of care required by SCSWIS and the Local Authority (if appropriate).

7.2 To participate in an assessment of your needs in conjunction with the Local Authority (if appropriate) and the development of a Personal Plan.

7.3 To allow you as much personal freedom as possible, and only to restrict your movements for your personal safety or the safety of others or to the extent agreed in advance with you and the Local Authority (if appropriate).

7.4 To contact your Legal Representative and Social Work Officer in the event that you are involved in an accident or incident.

7.5 To provide on request safekeeping for your personal effects required to be brought into The Care Home up to such limit of value as we may from time to time determine. Further details shall be made available upon request.

7.6 To treat all information relating to you as confidential and we shall ensure that you and/or your Legal Representative have access to your Personal Plan and any other information relevant to you.

7.7 To assist you, where possible, to maintain a lifestyle of your choice.

7.8 To recognise, support and assist you in maintaining links with your local community provided this does not interfere with the freedom of the other Residents in The Care Home.

7.9 To ensure you can make and receive telephone calls in private.

7.10 To welcome your visitors to The Care Home without prior notice, at all reasonable times, provided their visits do not inconvenience other Residents.

7.11 To support you if you decide to refuse to see visitors and if requested, we shall advise the visitor(s) of your decision.

7.12 To ensure Service Provider’s Staff are not permitted to become Executor in respect of your Will.

7.13 To ensure Service Provider’s Staff are not allowed to receive hospitality and acceptance of gifts (including gifts of money) from you or your family.

**8. Your Obligations to Us**

You agree:

8.1 To inform us of any medication that you administer yourself and allow us to monitor this.

8.2 That you have a responsibility for the safety of The Care Home which you share with others, therefore safety regulations must be observed.

You are asked to observe:

i Fire drills and inspections are carried out at regular intervals and your co-operation is essential.

ii We have clear guidelines on smoking, alcohol and drugs which are issued for the protection of all Residents and Staff.

8.3 To inform us any time that you leave The Care Home, whether unaccompanied or with visitors, and also to give us an approximate time of return. We shall not be responsible for you once you are outside The Care Home unless you are accompanied by a member of our Staff.

8.4 That should you wish to install a telephone in your room, you shall be responsible for meeting the costs of installation, rental and call charges.

8.5 To take reasonable care to prevent damage by you or your visitors to The Care Home.

8.6 To ensure that you and your visitors do not engage in antisocial behaviour to another person. “Antisocial behaviour” means behaving in such a way which causes, or is likely to cause, alarm, distress, nuisance or annoyance to any person or which amounts to harassment of any person.

8.7 That any pets brought into the home are safe, friendly and have been vetted by the Manager. This does not preclude visitors bringing their pets with them during a visit with our agreement and the agreement of the other Residents. Animals brought in to the home must have appropriate vaccinations as per guidance of the BSAVA or other appropriate body dependent on breed.

8.8 To leave The Care Home permanently on termination of this Agreement.

**9. Insurance**

Our insurance for your personal effects/room contents (excluding money) covers up to £500 per person, subject to the terms and exclusions of the policy. You are advised to consider separate insurance if you wish general cover beyond that level and for specific high value items. Whilst we make every effort to provide a secure environment we are not responsible for loss or damage to your belongings, unless such loss or damage is due to our negligence.

**10. Hearing Aids**

As these can be very expensive items, it is also in your interest to insure them separately, particularly when they are privately owned.

## 11. Personal Expenses Allowance

## 11.1 If we are appointed to act as your appointee, we will manage your personal allowance on your behalf.

## 11.2 We agree to hold any personal allowance paid to you from the Department of Work and Pensions in a bank account. We will assist you to access your money and review your balance when requested.

## 11.3 Any personal funds which you request us to hold shall be stored safely and securely either at The Care Home or in a bank account. All personal funds shall be held to your order pending your instructions

**12. Data Protection**

We need to hold certain records about you in order for us to provide your care and accommodation. Our Privacy Notice which is available on request details why we need your personal data and how we will use it, the legal basis for our use of the information and your rights in relation to your personal data.

## 13. Financial Means

**By signing this Residency Agreement, you confirm that:**

13.1The information you provided **ABOUT YOUR FINANCIAL CIRCUMSTANCES contained at Appendix 1** to this Agreement is a true, complete and accurate record of your position on admission; and

13.2 You have cash and assets to pay your Fees for a minimum of two years. This confirmation is a significant factor in our agreeing to admit you to The Care Home. The Care Home understands that resident circumstances, both financial and medical, vary considerably. In this context, while Richmond House would expect a self-funded resident to be able to fund at least two years of care on arrival, this should be considered as guidance rather than a rule.

13.3 **If your financial circumstances change at any time**, including any change to the top-up contributions made to your Fees by third parties such as FNC, the Local Authority and Third Party Contributions as set out in the Appendices of this Residency Agreement, and you are unable to pay your Fees, we will meet with you ideally by mutual agreement to discuss your options which may include moving you to another room or agreeing to terminate this Agreement. However, we, the Service Provider, reserve the right to terminate the agreement or move a resident without the resident’s agreement under circumstances which we deem, at our sole discretion as exceptional.

## 14. Fees

## 14.1 The Fees are payable by you to us for the provision of the Services, including the type of accommodation provided to you at The Care Home.

## 

## The Fees payable by you are detailed at Appendix 3.

* + - **The Fee payable on Admission is detailed at Appendix 2.**

14.2 By signing this Residency Agreement, you agree that **you are responsible for all Fees** payable by you to us for the Services to be provided to you at The Care Home, regardless of any Third Party Contributions which you may receive. The Fees shall be discussed with you prior to signing this Residency Agreement and your Date of Admission (where possible).

14.3 Subject to clause 14.5 below, any amounts received from such third party sources shall be deducted from your Fees and you will be required pay any balance remaining.

14.4 We will assist you in so far as we are able to obtain assistance with your Fees from such third parties, however you remain responsible for the Fees and liaising with such third parties for contributions to your Fees.

14.5 FNC contributions received will be automatically deducted from your Fees.

14.6 On the Date of Admission, you will be required to pay the:

14.6.1 **Deposit – an amount equal to two weeks’ fees.** The Deposit will be held on your account for the duration of your residency in accordance with the terms and conditions of this Residency Agreement. We reserve the right to make deductions from the Deposit against any sums that you owe to us. The balance of your Deposit will be deducted from your final account balance on termination of this Residency Agreement; and

14.6.2 **Initial Fee Payment – an amount equal to a month’s fees.**

**The amount payable on admission is set out at Appendix 2 of this Agreement**

## 15. Changes to your Fees

## 15.1 Your Fees may be subject to change if the level of your care needs change in accordance with your Care Plan or if you change type of accommodation. We will provide you with one week’s notice of any changes to your Fees for these reasons.

## 15.2 In the event that your financial circumstances are: (i) not known at the Date of Admission; or (ii) subject to change following a financial assessment of your personal circumstance after the Date of Admission, we reserve the right to charge the Private Fee payable from the Date of Admission. We shall be entitled to recover any shortfall between the Private Fees and Fees actually paid to us from the Date of Admission.

## 15.3 Your Fees will be reviewed six monthly, and any change will be advised to you at least 4 weeks in advance of any change taking effect.

## 15.4 If you terminate your residency at The Care Home without giving the required notice, your Fees shall be charged at the normal weekly rate for the unexpired notice period.

## 16. Payment Terms

## 16.1 The Fees are payable a calendar month in advance. Invoices will be raised at the beginning of each calendar month and sent to you or your Legal Representative. Should your arrival be mid billing period then a subsequent invoice may be billed for less than a full month to bring you in line with our normal schedule.

## 16.2 Payment of your Fees and any Additional Service Charges are due on the date of the invoice. If payment is not made within 5 days of the date of the invoice the Service Provider shall be entitled to take further action.

## 16.3 Payment arrangements are by BACS – payment details will be sent by invoice.

## 16.4 We do not accept payment of Fees in cash. We shall not be held liable for any cash payments made to us for which you are unable to evidence by way of receipt.

## 16.5 Failure to make payment of your Fees as they fall due and payable, and in any event within 14 days from the due date or 14 days from the date of the invoice (whichever is later), may result in termination of your residency and this Residency Agreement in accordance with clause 22.1.1.

## 16.6 We reserve the right to charge interest on any Fees outstanding after 28 days from the date of the invoice at 3% above the Bank of England base rate calculated on a daily basis from the due date up until the date of payment.

## 16.7 You hereby agree to indemnify us in full in respect of and against all and any losses, costs and expenses reasonably and properly incurred by us arising out of, or in connection with, any failure by you to make payment of your Fees and any Additional Service Charges. This may include legal costs and those of a debt recovery agency we may instruct to collect outstanding Fees and/or Additional Service Charges.

## 17. Additional Service Charges

## 17.1 You shall be notified on or prior to the Date of Admission of any charges which are not included in your Fees and which are therefore Additional Service Charges.

## 17.2 Any Additional Service Charges shall be agreed with you and/or your Legal Representative prior to being incurred.

## 17.3 Invoices in relation to Additional Service Charges will be sent to you on an ad hoc basis. Invoices shall be payable within 14 days of the date of the invoice.

## 18. Property / Property Disregard

## 18.1 Where a Local Authority has agreed to pay your Fees in full or in part for up to a period of 12 weeks whilst your property is being sold, you will remain responsible for the shortfall in the total amount of your Fees.

## 18.2.2 In circumstances where your property remains to be sold following the expiry of the 12 week period referred to in clause 18.1 we may seek to recover your outstanding Fees and your Fees as they fall due following the 12 week period from you directly or via your Legal Representative if they have a legal responsibility for your financial affairs.

## 18.3 During the period referred to in clause 18.1 you agree to update us at regular intervals on the progress of the sale of your property.

## 18.4 You agree to:

notify us as soon as possible following completion of the sale of your property; and settle all outstanding Fee balances as soon as possible following the sale of your property.

## 19. Absence

19.1 Where you are absent from The Care Home for any reason:

19.1.1 We shall keep your room available for you to return to The Care Home for the first six weeks of such absence;

19.1.2 We shall consult with you and/or Legal Representative if it is expected that you will be absent from The Care Home for more than 6 weeks;

19.1.3 You shall continue to be liable to pay our Fees in full for the duration of your absence, save that we may apply a discretionary 10% discount to your Fees where you are absent for any period longer than 28 days.

## 20. Fees payable following your death

## 20.1 In the event of your death, your Fees shall be chargeable up to and including the three day period following the date of your death, unless your room is reoccupied within the three day period from the date of your death.

## 20.2 We require your Executor/Personal Representative to arrange to clear your room following your death as soon as possible. We shall store your personal items at The Care Home for the three day period following the date of your death. We reserve the right to charge your full Fees for storing your personal items at The Care Home beyond the three day period.

## 20.3 We will consider any request from your Executor/Personal Representative to extend the three day period. Any extension will be agreed in writing and will be subject to payment of the Fees for the duration of the extension.

## 20.4 Any overpayment on your account or funds being held on your behalf shall be refunded to your estate as soon as reasonably practicable and in any event, within 6 months of the date on which we receive the details of your estate in writing. Please note that we will require evidence from your Executor/Personal Representative confirming that they have legal authority to deal with your estate before we are in a position to discuss your estate with that party.

## 20.5 This Residency Agreement shall automatically terminate following your death, save that the rights and respective liabilities as at the date of termination of the Residency Agreement shall continue to exist.

## 21. Fee Guarantee

21.1 Your Legal Representative agrees to be **jointly and severally liable** with you:

21.1.1 for **the payment of your Fees and any Additional Service Charges** as they fall due and payable; and

21.1.2 to indemnify us in full in respect of and against all and any losses, costs and expenses reasonably and properly incurred by us arising out of, or in connection with, any failure by you and/or your Legal Representative to make payment of your Fees and any Additional Service Charges. This may include legal costs and those of a debt recovery agency we instruct to collect outstanding Fees and/or Additional Service Charges.

21.2 We shall use reasonable endeavours to contact your Legal Representative to resolve payment of your Fees. If payment of your Fees is not made within 14 days following the date on which we attempt to make contact with Your Legal Representative, we have the right to commence legal proceedings against you and your Legal Representative to recover all amounts due and payable to us.

21.3 This guarantee is a continuing security and shall cover the ultimate balance of all monies payable by you under this Residency Agreement, irrespective of any intermediate payment in full or in part of any amounts.

21.4 The liability of your Legal Representative under this Residency Agreement shall not be reduced, discharged or otherwise adversely affected by any act or omission except as may be agreed with us in writing.

21.5 Your Legal Representative waives any right they may have to require us to proceed against or enforce any other right or claim for payment against any person before claiming against your Legal Representative under this Agreement.

**22. Notice and Termination of this Agreement**

Circumstances in which this Agreement may be terminated

**22.1 We may end this Agreement** by giving twenty-eight days written notice (apart from clause in the event of closure of The Care Home). Such notice will only be given in the following circumstances, and subject to any required review being undertaken first with you and any relevant professional involved in your care, where:

22.1.1 You have failed to pay the charges of any other sums which are due under this agreement and these remain unpaid for a period of 28 days from the due date for payment and we have reminded you of the missed payments; or

22.1.2 Your place is financially supported by the local authority contract, the local authority withdraws or reduces financial support to the charges or any other sums which are due, and you are unable to meet these sums directly; or

22.1.3 You refuse to accept an offer of an alternative room that has been offered due to change in your care needs or in situation where you are no longer able to pay the fee for the room you currently occupy; or

22.1.4 You or your visitors (where applicable) have seriously or persistently failed to comply with or breached any of the terms of this Agreement, or your behaviour (or that of your visitors) is such that we consider your continued placement at The Care 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. If your behaviour is so extreme that immediate action is required to safeguard residents and staff we will consult with the Local Health and Social Care Partnership, or equivalent safeguarding team who may determine a suitable course of action; or

22.1.5 We can no longer meet your needs where you require a level of support and/or personal nursing care greater, or more specialised, than can be provided at The Care Home. Such needs shall be ascertained through assessment by at least two professionals (e.g. Social Services Manager, G.P., the Society’s Medical Adviser, and Care Manager). In these circumstances we will consult with all relevant parties to make alternative arrangements for your care; or

22.1.6 The Care Home is to permanently close or we are to make changes to our services to the extent that we are no longer able to keep your placement in the Care Home, in which case we shall fully co-operate with you, the Local Health and Social Care Partnership and your representatives to ensure suitable alternative accommodation is secured, and in such circumstances provide you with not less than 13 weeks written notice.

**22.2 You may end this Agreement** by giving us twenty-eight days written notice. If we are concerned about your future care and welfare we reserve the right to consult with all relevant parties, to include the Local Health and Social Care Partnership in order to fulfil our statutory duties, so that suitable arrangements are put in place for your future care, if necessary. The charges will remain payable until the end of the notice period even if you leave before then.

**22.3** **On termination of this Agreement** you will be responsible for removing your belongings from The Care Home. If you are unable to do so by the termination date then we reserve the right to continue to apply charges until your room is cleared. If the belongings are not removed by the termination date then we may clear the room and store the belongings for a further 14 day period. If the belongings are not collected within the 14 day period the Care 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 Care Home will account to you for any proceeds of sale less costs incurred in storing and disposing of the possessions.

**23. Respite/Short-term placement**

If you have been admitted to The Care Home on a short term basis, this Agreement shall terminate automatically at the end of this predetermined period unless we and you agree to vary the duration.

**24. Suggestions and Complaints**

24.1 You are welcome to make comments or suggestions at any time in respect of the service you receive from us. A copy of our complaint procedure should be made available to you on enquiry.

24.2. Should you be dissatisfied with any aspect of our Service, you have the right to complain to us and/or the relevant Regulator. We would encourage you to talk to us in the first instance. Your key worker, Care Manager or The Care Home manager (to the extent that your Care Manager and The Care Home manager are not the same person) shall be pleased to discuss with you or your Legal Representative, any concerns that you may have.

24.3. We treat all complaints seriously. We agree to review and investigate your complaint as soon as possible and will provide you with a response within 28 days of raising your complaint. Further details of how to manage your complaint are set out in The Care Home’s complaints procedure. A copy of our complaint procedure is available on request.

24.4. If we are unable to resolve the issue to your satisfaction, and you wish to refer your complaint to the Regulator, we shall assist you to do this. Details of the relevant Regulator is as follows:

Care Inspectorate, Compass House,

11 Riverside Drive, Dundee, DD1 4NY Telephone: 0345 600 9527

Email: [concerns@careinspectorate.gov.scot](mailto:concerns@careinspectorate.gov.scot)

**25**. **Further information**

Further information is contained in our Resident’s Welcome Pack which is enclosed with this agreement. Your Care Manager will be happy to help with any queries or problems that you might have.

**26. Changes to this Agreement**

If we need to make any changes to this Agreement we will provide you with at least six weeks’ written notice. Where the change is substantial or 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 28 days’ written notice to end the Agreement in terms of clause 22.2.

**27. Legal Status of this Agreement**

27.1 You agree that this Agreement will take precedence over any other agreements between us and you.

27.2 This Agreement shall be governed by the laws of Scotland and the parties agree that the courts of Scotland shall have exclusive jurisdiction to hear and decide any action or proceedings and/or settle any disputes, which may arise out of or in connection with this Agreement or its formation or validity.

27.3 The Contract (Third Party Rights) (Scotland) Act 2017 shall not apply to this Agreement.

27.4 We may transfer this Agreement to another organisation in the future, in which case we would consult with you first and you would have the option to end the Agreement in terms of clause 22.2.

27.5 If a court finds part of this Agreement unenforceable, the remainder of the Agreement shall continue in force. Each paragraph of this Agreement operates separately.

27.6 Even if we delay in enforcing this Agreement, we can still enforce it later. For example, if you miss a payment and we do chase you but continue to provide the services, we can still require you to make payment at a later date.

27.7 If you have not signed this Residency Agreement at the Date of Admission, provided you were provided with a copy of the terms of this Residency Agreement before the Date of Admission, you will be deemed to have accepted the terms of this Residency Agreement.

27.8 This Residency Agreement applies to all Residents in our care, including those receiving respite and rehabilitation Services.

27.9 Where any of the information in this Agreement conflicts with the terms of the National Contract between us and the Council then the terms of our contract with the Council shall prevail.

**28. Declarations and Acceptance**

**In signing this Residency Agreement the Resident or their Legal Representative confirms they:**

* **have made full and true disclosure of all information sought by The Care Home in connection with granting this Agreement.**
* **Has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect The Care Home’s decision to grant a residency.**
* **Has fully read this Agreement, together with Appendices and understands and is satisfied with its terms.**
* **Have received the Residents Welcome Pack which they have read and understood.**

**Signature of the Resident/ Resident’s Legal Representative**.

Signature ..............................................

Print name………………………………..

On…………………………………………(date)

At…………………………………………………………………………..(place)

**Signature for and on behalf of The Care Home**

Signature............................................

Print name ……………………………..

On…………………………………………(date)

At Richmond House, Drummond Terrance, Crieff, PH7 4AF (place)

**Signature of the Third Party** (if applicable)

Signature ..............................................

Print name………………………………..

On…………………………………………(date)

At…………………………………………………………………………..(place)

(REVISED JANUARY 2025, REVISED JUNE 2024).

**Appendix 1**

**ABOUT YOUR FINANCIAL CIRCUMSTANCES**

**Please complete this as fully as possible**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | | | |
| **ASSETS** | | **LIABILITIES** | | **INCOME** | | | **EXPENDITURE** | |
|  | |  | |  | | |  | |
|  | |  | |  | | |  | |
|  | |  | |  | | |  | |
|  | |  | |  | | |  | |
|  | |  | |  | | |  | |
|  | |  | |  | | |  | |
|  | |  | |  | | |  | |
| **TOTAL** | **£** | **TOTAL** | **£** | **TOTAL** | | **£** | **TOTAL** | **£** |
| **Note**   1. Assets includes: property (market value less any legal charges/mortgage), bank accounts and cash (includes bank and building society accounts and Individual Savings Accounts), investments (including company shares, dividends, national savings (bonds and certificates), bonds and funds) 2. Liabilities includes: loans and mortgages. 3. Income includes: pensions, private pensions, annuities, savings income, interest, rent, benefits, attendance allowance and any other government allowances. 4. Expenditure includes: living expenses. | | | | | | | | |
| **PROPERTY DISREGARD –** Please complete for **ALL** residents regardless of funding arrangements. | | | | | | | | |
| Do you have a 12-week property disregard of deferred payment agreement in place with the Local Authority? | | | | | Yes  No | | | |
| Are you in the process of arranging a deferred payment agreement with the Local Authority? | | | | | Yes  No | | | |
| If you own a property, please provide the address. | | | | |  | | | |
| Please provide details (including outstanding amounts) of any mortgage(s) or security over your property granted in favour of a third party. | | | | |  | | | |
| If the property is jointly owned, please provide details of all joint owners and their relationship to you. | | | | |  | | | |

|  |  |
| --- | --- |
| Please provide details of all individuals currently living at the property. |  |
| Do you intend to sell the property? | Yes  No |
| If you ticked “yes”, please confirm:   1. when you expect to market the property and the expected sale value. |  |
| 1. The name, telephone number and email address of the appointed estate agents. |  |
| 1. The name, telephone number and email address of the appointed solicitors acting in the property sale. |  |
| Are you willing to instruct your solicitor to speak directly to us and instruct them to pay to us any outstanding fees from the net proceeds of the sale of the property. | Yes  No |
| Please provide details of personal savings and any other assets over the current Local Authority threshold that you own. |  |

**Appendix 2**

# AMOUNT PAYABLE ON DATE OF ADMISSION

|  |  |
| --- | --- |
| **FEES TO BE PAID ON THE DATE OF ADMISSION**  You are required to make the following payments on the Date of Admission: | |
| **DEPOSIT:**  A deposit equal to two week’s Gross fees is payable on the Date of Admission.  The Deposit will be held on your account for the duration of your residency in accordance with the terms and conditions of this Residency Agreement.  The balance of the Deposit will be deducted from your final account balance. | **£** |
| **INITIAL FEE PAYMENT** (maximum one month) | **£** |
| **TOTAL AMOUNT OF FEES TO BE PAID BY RESIDENT / RESIDENT’S LEGAL REPRESENTATIVE ON DATE OF ADMISSION** | **£** |
| **Please confirm if the Fees are all inclusive and there are no Additional Service Charges to be paid by the Resident.** | Yes  No |
| **If you have answered “No”, you will be responsible for all extra services** not included Services or as detailed in the Care Plan. **Please provide details of the Additional Service Charges known at the Date of Admission** | |

**Appendix 3**

**WEEKLY FEES PAYABLE FOLLOWING ADMISSION**

# 

|  |  |
| --- | --- |
| **FEES AND SOURCE OF FUNDING**  **The following fees are payable by the Resident to the Service Provider for the Services to be provided to the Resident by the Service Provider as set out in your Care Plan.**  **Please note that we require proof of funding prior to admission.** | |
| **Agreed Fee** | **£** |
| **Additional Services fees**  **Funded by:** | **£** |
| **Resident – self funded / private contribution** | **£** |
| **Resident – local authority funded as per council assessment** | **£** |
| **Top Up Amount**  **Payable by:** | **£** |
| **FNC / FPC**  **To be deducted from TOTAL FEE payable** | **£** |
| **Disregard** | **£** |
| **WEEKLY TOTAL** | **£** |
| **Review will be carried out as and when required** |  |
| **Please provide details relating to changes in circumstances (if applicable).** |  |
| **Date:** |  |