

PRIVATE CONTRACT

FOR LONG TERM RESIDENCE AND CARE

TERMS AND CONDITIONS

PARTICULARS

DATED

Date

THE PROVIDER

Aria Healthcare Group Ltd

THE HOME

Home Name and address

THE RESIDENT

Resident Name

THE ATTORNEY / DEPUTY
(if applicable)

Attorney Name and Address

THE SPONSOR (s)

Sponsor Name and Address

(if no Attorney / Deputy)

THE SERVICES

The long term Nursing/Residential accommodation and care, as defined in clause 4.1 and delivered in accordance with the Assessment and Care Plan.

THE FEE

(subject to review as referred to in clause 5)

A sum of (weekly rate) per week.

A "week" means the period of Monday to Sunday inclusive and, in the case of the first week, shall be from the Date of Admission until the following Sunday apportioned as to a daily rate (calculated as to the weekly rate divided by 7).

The actual sum payable will be advised before admission and recorded in writing.

THE DEPOSIT

A sum of £xx

(equivalent to two weeks' Fees)

THE DATE OF ADMISSION

Date of Admission

THE ROOM

Room Number

SAMPLE

Definitions used in this contract

ASSESSMENT	The written pre-admission assessment made before the Resident enters the Home
CARE PLAN	The initial care plan for the Resident prepared before the Resident enters the Home, as updated from time to time
NET FEE	Means an amount payable by the Resident (or the Sponsor) in the event the Resident is eligible for Funded Nursing Care (FNC). Calculated by deducting the FNC (payable by the NHS) from the gross Fee (found in the Particulars). Please note: a Net Fee is only relevant where the Resident receives of nursing care. More information can be found at clause 5.5 onwards.
NHS	Means the National Health Service. FNC is currently paid for by Integrated Care Boards (ICBs), which replaced Clinical Commissioning Groups (CCGs), and there may be further changes in future, but FNC is ultimately paid by the National Health Service.
PARTICULARS	The details of the Resident's stay at the Home, outlined on the first page of this contract.
WELCOME PACK	The welcome pack and other materials which provide further detail about the Home, the Fees and what to expect from moving in.

1. INTRODUCTORY MATTERS

- 1.1 This Contract contains the terms and conditions agreed between us (the Provider) and you. Where the Resident has an Attorney / Deputy and/or Sponsor, these terms and conditions also extend to them in respect of paying the Fee, keeping us informed and the ability to cancel. You will see references to both "you" and "the Resident" in this contract, in anticipation that sometimes this document will be signed by the Resident and sometime by their Attorney / Deputy or Sponsor.
- 1.2 This Contract is supplemented by additional information that can be found in the Welcome Pack, a copy of which has been provided to you.
- 1.3 Prior to the Date of Admission, you have notified us of any material facts or issues, whether personal or financial, of which the Provider ought to be made aware when welcoming the Resident into the Home.
- 1.4 You have reviewed your financial circumstances and confirm you are able pay the Fee for at least two years from the date of this Contract. You will review the Resident's financial

circumstances on a regular basis and in any event after 18 months from the Date of Admission. You must provide us with sufficient information regarding your financial circumstances from time to time and let us know 6 months in advance of any anticipated changes in funding.

- 1.5 If the Resident becomes eligible for state funding (local authority social services or continuing healthcare) for or towards the Fee, you must tell us without delay so that we can agree separate terms and conditions with the Local Authority. The Local Authority is obliged to provide you with information about the Resident's eligibility for public funding and what happens if the Resident's circumstances change, and we will provide you with reasonable assistance to understand your options.
- 1.6 If the Resident becomes eligible for Local Authority social services funding for or toward the Fee, the Fee will remain the same. The Local Authority may not be willing to cover the full Fee. If you are applying for Local Authority or NHS funding, you will continue to be responsible for paying the Fee in full until your application has been completed and that funding has been agreed with us and commenced by the relevant body.
- 1.7 If the Local Authority refuses to pay all the Fee, we will notify you and the Local Authority of the difference and that we may require another person (such as a family member) to make top-up payments each month. These top-up payments will be the difference between the Fee and what the Local Authority is willing to pay.
- 1.8 If this top-up payment cannot be agreed, we will discuss your options with you. If you are unable to arrange payment of the full Fee (with or without assistance from the Local Authority) we may ask the Resident to move to a cheaper room or to leave the Home in accordance with clause 6.
- 1.9 The Provider will provide the Services to the Resident with reasonable care and skill and to the standards required by law. The Provider will not exclude or limit liability to the Resident where the Provider fails to meet these standards. However, unless such damage or deterioration arises as a result of breach of the terms of this Contract or negligence by the Provider, neither the Provider nor its management or employees shall, in any circumstances, be liable for any claim for loss or damage or deterioration to property caused or contributed by:
 - (a) any matter outside the reasonable control of the Provider including without limitation strikes, lockouts, fire, civil commotion, riots, usurped power or acts of the monarch's enemies, wanton destruction, floods, burst pipes, water or dampness or impact, damage by pests or vermin or other animals.

- (b) theft (by persons outside the Provider's control).
 - (c) any act or neglect or default of the Provider's servants or agents, acting outside of the course of their employment.
- 1.10 Unless caused by negligence or breach of this Contract by the Provider, neither the Provider nor the Home Manager nor any other staff member can accept any responsibility whatsoever for any property of any nature belonging to the Resident being lost, mislaid or otherwise damaged.
- 1.11 Under no circumstances shall the Provider be liable for any loss or damage caused by the Provider, its employees or agents in circumstances where:
- (a) there is no breach of a legal duty of care owed by the Provider or its employees or agents to the Resident, their Attorney/Deputy or Sponsor;
 - (b) such loss or damage is not a reasonably foreseeable result of any such breach; or
 - (c) any loss or damage results from the breach of this contract or negligence of the Resident, their Attorney/Deputy or Sponsor.
- 1.12 Nothing in this Contract is intended to limit liability for death or personal injury.
- 1.13 This Contract is concluded and becomes legally binding on the day you have paid the Deposit and signed the documents at the Home (our business premises) or, the day the Resident moves into the Home, whichever is earlier.

2. BASIS FOR ADMISSION

- 2.1 In consideration of the Fee, the Provider will provide or arrange provision of the Services to the Resident and will do everything reasonably possible to meet the Resident's needs in that respect, consistent with the Assessment and Care Plan.
- 2.2 The Provider, in consultation with the Resident and (if applicable) you, has assessed the Resident's care needs and has confirmed that these needs can be met in accordance as detailed within the Assessment and the Care Plan.
- 2.3 The Resident's needs may change from time to time and are likely to increase during their stay at the Home. For example, the Resident may need to move to another room or require more staff assistance to carry out tasks they were previously able to do for themselves. We will

normally review and update the Care Plan monthly, or more frequently should circumstances require.

3. GENERAL TERMS

- 3.1 The Provider reserves the right to charge for any damage caused by the Resident (or their visitors) to any item or to any decoration.
- 3.2 All clothing should always be clearly marked and/or labelled with the Resident's surname and initials and must be machine washable.
- 3.3 The Care Plan will detail how we can support the Resident to maintain their independence. It will also explain how we may handle and administer medicines.
- 3.4 FIRE PRECAUTIONS. Whilst there are no restrictions on visiting hours, in the event of fire it is essential that the senior member of staff on duty knows at all times precisely the number of Clients, staff and visitors there are in the Home. Therefore, ALL visitors, without exception, will be required to sign the visitors' book. This is to include arrival and departure times. This includes occasions when relatives/friends take the Resident on excursions from the Home.
- 3.5 If the Resident wishes to bring a reasonable number of items of his/her own personal furniture or other belongings into the Home, this must be by prior arrangement with the Home Manager and shall be recorded in writing on admission, but nevertheless shall be subject to approval of the Home Manager. The Home Manager will act reasonably in deciding whether to approve furniture or belongings the Resident wishes to bring into the Home but the furniture or belongings must be appropriate in size and number for the Room, in good condition and fit for use within the Home. In all cases such belongings, shall be described in a written schedule, submitted by the Resident/you and countersigned by the Home Manager and kept in the Home, which shall be revised from time to time to effect changes.
- 3.6 When considering what items to bring into the Home, please be aware that we have limited insurance which may cover personal belongings and valuables in the event of theft and fire damage, but not accidental loss or damage or if items are lost. Further details of our insurance cover are available from the Home Manager upon request. If the Resident wishes to bring personal belongings into the Home, we recommend that they do not keep anything of significant financial value (or significant sentimental value) in the room and that you arrange separate insurance cover. If you are unsure whether to bring particular items into the Home,

please speak with the Home Manager who will be able to confirm the security arrangements at the Home and the steps both you and we can take to keep possessions safe.

3.7 Our liability to compensate the Resident for any loss or damage to property (this does not apply to loss or damage resulting in death or personal injury) is limited to the replacement value only having regard to such factors as whether the damage was due to a negligent act or omission by us or our colleagues. The Resident is responsible for taking good care of their property and belongings.

3.8 In addition to the above requirements (in this clause 3), all electrical items brought by the Resident into the Home must, in addition to being approved by the Home Manager, be inspected and certified as to their safety. The cost of this testing is included in the Fee.

3.9 We will discuss the Resident's regular appointments and excursions as part of the assessment process. For additional trips and where the Resident wishes to leave the Home accompanied by a member of the Home staff (in circumstances not recorded in the Care Plan), please make a request with the Home Manager. Where we can make suitable arrangements for a member of the care team to accompany the Resident outside the Home, we will charge an additional fee and the Home Manager will discuss the cost of this with you, in advance.

Please note: you should take care to budget for repeat appointments and excursions.

3.10 As a general rule no pet or other animal shall be permitted to be kept in the Home by the Resident. In exceptional circumstances the Home Manager may agree in writing that a resident can keep an animal or bird provided the same shall not cause nuisance or annoyance to clients or staff at the Home and shall ordinarily be kept in the resident's room. If consent is given, the Resident shall be responsible for any pet insurance and relevant vaccinations.

3.11 We draw to your attention the Privacy Notice which can be found on our website and is updated from time to time <https://ariacare.co.uk/privacy-policy>.

4. SERVICES

4.1 The Services shall comprise of accommodation and care, and in particular the Provider shall provide the accommodation and care and other facilities at the Home available to residents, as more particularly set out in the Welcome Pack (which may change from time to time according to circumstances as set out in the Welcome Pack), and shall include as set out therein

accommodation, full board, laundering of personal items, nursing and personal care and activities as appropriate and social care (the “**Services**”).

4.2 In addition to those matters referred to in clause 4.1, the Resident can choose to purchase additional goods and services where available, including:

- Visitors’ meals
- Hairdressing
- Chiropody / Beauty treatment
- Newspapers
- Taxis
- Dry cleaning
- Physiotherapy
- Optical and Dental consultations (where appropriate/available & not provided for free by the NHS)
- Subscription TV supply (provided the terms of a separate Memorandum are agreed)
- Staff accompaniment to external appointments (subject to availability & agreement with the Home Manager)

the cost of which shall be payable in addition of the Fee unless specified in the Particulars. Details of the cost of these additional items are available in reception and should be checked before reserving them. We recommend you consider how often the Resident is likely to purchase these additional items and take care to factor them into your budget before the Resident moves into the Home.

4.3 Other services and personal requirements can be arranged on request at the discretion of the Home Manager and will be charged as extras on the Resident’s account in accordance with clause 5.39.

4.4 The Resident shall have the use of the Room, which is made available as licensee only and not a tenant. The Provider is not a ‘landlord’ and the Room cannot be gifted to anyone else by the Resident (in their Will or otherwise).

4.5 The Provider may reasonably believe another room might be more appropriate for the Resident, for example: where the Resident wishes to move to an alternative room, if for example you are unable to pay the full fees for the room they currently occupy, or where a move is in the best interests of the Resident and/or the other residents at the Home. If we believe that it is necessary for the Resident to move rooms, we will discuss this with you and explain why a move

would be appropriate, as well as the impact this will have upon the Fee. We will try to give you at least one month notice in advance of any move; however it may be necessary for the Resident to move with less than one month notice:

- (a) as the result of an emergency; or
- (b) in order to ensure the Resident's health, safety and personal wellbeing are maintained; in which case we will give you as much notice as reasonably possible.

4.6 If the Resident does not agree to move rooms but you are unable to pay the Fee (either with or without financial assistance), or we believe the move is necessary for the Resident's health and wellbeing, you can cancel this contract on one month notice or we may ask the Resident to leave the Home in accordance with clause 6.

5. FEE INFORMATION

5.1 The Fee is set out in the Particulars and shall be paid monthly in advance by Direct Debit. It is calculated by apportioning the daily rate according to the number of days in the month. You will complete and return the initial Direct Debit Form on or before the Date of Admission.

5.2 If the Resident needs to leave the Home for a short period, such as a holiday or hospital stay, we will still incur costs to ensure the Room is kept in good condition and still available upon their return. If the Resident leaves the Home and wishes to keep the Room reserved, we will charge the full Fee.

5.3 If the Resident leaves the Home for longer than four weeks, we will discuss this with you, in which case we will pass on the benefit of savings we make during your absence (pro rata) until the Resident's return.

5.4 If the Resident has been absent from the Home for reasons beyond their control and wishes to retain the room for a period of more than two weeks and we reasonably believe that they will not return within a further one-month period, we may give you four weeks' notice to terminate this contract in accordance with clause 6.8. This notice period can be shortened by agreement where both you and we believe that the Resident is unlikely to return to the Home.

5.5 If the Resident receives nursing care and become eligible for Funded Nursing Care (FNC) payments, this will be paid for by the NHS. There will be a periodic assessment of the Resident's

requirements by a nurse appointed by the NHS. FNC is a payment made direct to the Provider for the cost of nursing care. It is not payable to the Resident, nor does it belong to the Resident.

- 5.6 Once the FNC is awarded by the CCG the Fee payable by the Client/Sponsor will be reduced to a Net Fee (i.e. the Gross Fee less the FNC) for as long as the FNC continues to be paid by the CCG and any future Fee Increases will only be applied to the Net Fee.
- 5.7 The Provider will, upon receipt of the initial FNC payment, account to the Client/Sponsor for the proportion of FNC for the period from the date of the award to the date of receipt.
- 5.8 If the NHS increases the amount it pays by way of FNC, this will not reduce the Fee or the Net Fee payable by the Resident. Any further increases will not reduce the Residents contribution.
- 5.9 Clauses 5.5 to 5.8 do not apply to Residents who are in receipt of residential care only. However, these clauses will apply where a Resident transitions from residential to nursing care and becomes eligible for FNC.
- 5.10 We may charge a higher rate for nursing placements when compared with residential placements. The charge reflects the higher costs of delivering nursing care. If at any point the Resident becomes eligible for FNC, they will transfer onto our nursing rate. The Home Manager can give you further information about whether nursing needs can be met at the current Home and the rates applicable at the Home.
- 5.11 If the Resident is no longer eligible for FNC, but continues to receive nursing care, you will be responsible for the full cost charged at the nursing rate and any Fee Increases will apply to the whole Fee (as detailed in the Particulars). The new Fee for the nursing placement will reflect the amount already payable by you and/or the Local Authority (if applicable) and the amount previously paid by the NHS.

Deposit

- 5.12 Prior to the Date of Admission the you have paid to the Provider a Deposit equivalent to 2 weeks Fees.
- 5.13 As explained to you prior to admission, the Deposit is a security deposit and protects the Provider against unpaid Fees and damage to the Room or the Home (beyond reasonable wear and tear) or other breaches of this contract.
- 5.14 We will use the Deposit to:
- (a) settle any outstanding (and undisputed) sums payable by you; and/or
 - (b) pay the reasonable costs of repair to the Resident's room or the Home (caused by the Resident or their visitors).
- 5.15 When the Resident's stay at the home has come to an end, we will calculate the sums due and return the remainder to you as soon as possible. If the Resident chooses not to move into the home, we will refund this Deposit in full as soon as possible after we have been notified of such decision.
- 5.16 All deposit sums are identified separately within our accounts and we do not use the deposits to pay our business costs day-to-day. All deposits are held by us on trust for the residents who provided them until we are entitled to retain any amounts in accordance with our terms.
- 5.17 We will clearly explain in our invoices the amount of Deposit we hold on your behalf and provide a breakdown of any sums retained by us. We will not keep your Deposit for reasons other than those set out in our contract and we will never keep your Deposit in response to a complaint.
- 5.18 If you have any questions about why we have kept part of your Deposit, please contact the Home Manager who can provide you with further information. If we are unable to satisfy your query, you can always refer to our complaints policy and the Local Government and Social Care Ombudsman at <https://www.lgo.org.uk/>.

Fee increases based on change in need

- 5.19 We have offered the Resident a place at the home on the basis of their individual health and social care needs at the time of moving in. We have assessed these needs and designed a bespoke care package for them, the details of which can be found in the Resident's Care Plan.

- 5.20 It is important to understand that all residents are likely to require more help and assistance day-to-day during their stay at the home. For example, the Resident may need to move to another room or require more staff assistance to carry out tasks they were previously able to do for themselves.
- 5.21 Where we believe (in our professional judgment) that the Resident's needs have increased and the services they want or require mean that we need to make material changes to the Resident's Care Plan, we will discuss our assessment with the Resident (and if applicable, you) and explain the changes we believe are necessary. We will also confirm how this will impact the fee and any additional payments that will need to be made. Where the Resident receives financial assistance from the Local Authority or NHS, we will also notify them as it may be appropriate for them to arrange their own assessments.
- 5.22 If the Resident's health improves or their social care needs decrease over time, we will similarly review whether the existing Care Plan is appropriate and whether, based on the Resident's increased independence, it is suitable to reduce the fees.
- 5.23 We will try to give you at least 28 days' notice in advance of any changes to the care services and we will charge the new fees from the same date on which we make the changes to the Care Plan.
- 5.24 It may be necessary (in circumstances where there is significant, immediate and otherwise unavoidable risk to the residents' health) to make changes more quickly to ensure the Resident's health, safety and personal well-being. If we need to make changes on shorter notice, we will charge the new fees from the date on which we make the changes to the care package. In all circumstances we will give you as much notice as reasonably possible of the changes and the impact this has upon the fees.
- 5.25 If we have implemented a change on shorter notice and you do not agree to the proposed changes the Resident can choose to leave the home without giving us full notice, without you having to pay the increased fee.
- 5.26 If you have any concerns with our assessment of the care needs and the proposed changes, please contact the Home Manager to discuss your concerns. We will charge the revised fee from the date we change the care package.

- 5.27 If we unable to reach an agreement on the needs and care package, you are welcome to arrange an independent assessment via the Local Authority or GP. We must maintain the Resident's safety and comply with our regulatory obligations and we will not reduce the care services where we believe this will put the Resident at a real risk of harm.
- 5.28 If the independent assessment rejects the findings in our assessment, the fees will revert to their previous level and we will immediately refund the fee increase, which will be back-dated to the date of any change we implemented. If the independent assessment confirms our findings, the revised fee will remain in place.
- 5.29 In all circumstances where you do not agree to the proposed changes the Resident can choose to leave the home and you may cancel this contract by giving notice in the normal way.

Fee increases based on annual review

- 5.30 Provided there are no changes to the Resident's needs or the services they require, and subject to clause 5.36, the Fee will remain the same up from the date of admission to 31st March following the Resident's admission to the Home.
- 5.31 We will review and increase the Fee once a year in April. If the Resident has moved into the Home between 1st January and 31st March (inclusive), and there are no changes to their needs or the services they require, we will not apply the annual review to your Fee. The annual review will not apply to those residents who have spent less than 3 months in the Home.
- 5.32 We will review and increase the Fee once a year in April in line with the following formula:

Type of Cost	% of your Total Fee	How we calculate the increase
Staff Costs	85%	We increase this element of your Fee by the same % increase in National Living Wage.
Non-staff costs	15%	We increase this element of your Fee by the same as Consumer Price Index plus Housing (CPIH).

For example, where your Fee is £1,000 per week and the National Living Wage has increased by 5% and Consumer Price Index plus Housing (CPIH) has increased by 10%, your new Fee will be increased by £57.50 week.

If you need any assistance with understanding how the annual fee review will apply to your Fees, please contact the Home Manager, who will be happy to talk this through with you.

- 5.33 Where the Resident is eligible for state funding from the Local Authority, you will need to confirm with them how and when the Fees might increase and how this impacts any contribution you make towards the Fee. Unless we have agreed alternative terms with the Local Authority, the above annual review process will apply and will be reflected in any Top-Up payable by you. If the Resident is eligible for FNC, the above annual review process will apply to the Net Fee.
- 5.34 You can find a link to recent percentage changes in CPIH and National Living Wage from the Office of National Statistics at <https://www.ons.gov.uk/> or by asking the Home Manager.
- 5.35 We will write to you at least 28 days in advance, to confirm the changes arising from our annual review and the new rates which will apply from 1st April each year. This review is separate to any change in the Fee which occurs because of a change in the Resident's individual care needs.
- 5.36 We may also increase the Fee by a fair and reasonable amount where a significant and unexpected change occurs in the law or the regulation of the home which results in a significant increase in our costs, or where unexpected and material increases in supplier costs or fluctuations in our supply chain both beyond our control occur, which cannot be mitigated by any reasonable steps that we could make. Any such increases will only occur if it was not already captured as part of our annual review. We will give you at least 28 days' notice of such change.
- 5.37 If this contract has not already been terminated in accordance with clause 6 "Termination" and if you do not accept or agree with any increase in the Fee, you may serve notice and the Resident shall leave the Home; otherwise you shall pay the increased Fee from the date stated in the letter.
- 5.38 The Provider reserves the right to charge interest at the rate of 1.85% above the London Industry Base Rate for any part of the Fee or any other monies payable under this contract which are outstanding for 30 days after the date they become payable.
- 5.39 In addition to the Fee, you shall pay to the Provider the cost of those items referred to in clause 4.2 which are not included in the Fee and are additional to the Services. The Provider reserves the right to require you to pay for any other additional goods and services personal to the Resident which do not form part of or are included in the Services and which are requested by the Resident and/or you or the Resident and/or you agree to pay for. The Provider will notify you of the additional cost (or the Provider's best estimate of it where the actual price cannot be determined for reasons outside its control) in advance of the Resident/Sponsor incurring them,

unless the Resident/Sponsor require them urgently and agree to waive this requirement. These sums will be payable monthly in arrears.

6. TERMINATION

This Contract may be terminated as follows:

Your right to cancel

- 6.1 The first two months of this Contract are a trial period (the "Trial Period"). During the Trial Period you can change your mind and you have the right cancel for any reason, provided you give us at least two weeks' notice in writing. Your written notice must expire on a Sunday. If you choose to cancel during the Trial Period, you will pay for the days up to the end of your notice period. This protects us from the risk that we keep a Room available exclusively for the Resident for the whole notice period.
- 6.2 After the Trial Period, you must give us at least **four weeks' notice in writing** if you want to bring this contract to an end. If the Resident vacates the room before the end of the four weeks' notice period, we shall retain the Fees in full.
- 6.3 In the event we can release the room to accommodate another resident before the end of the notice period:
- (a) we will charge for 7 days, from the date the room was vacated to cover the turnaround period between residents; and
 - (b) the remaining days may be used by you / the Resident, to book another stay at one of our homes within the next 6 months (subject to availability).
- 6.4 Many residents spend their last days with us and in the event of their death we will charge the Weekly Fee (calculated on a daily basis) for a minimum of 3 days and until their room is cleared (up to a maximum 10 days). We will not charge for any days where another resident has moved into the room. If friends or relatives need longer than 10 days to make arrangements, they can discuss this with the Home Manager and agree an extension (in writing).

Please note: it is helpful for us to know who the Resident has appointed as the Executors of their estate so that we can discuss suitable arrangements with them.

- 6.5 In all other circumstances, we ask that all belongings are removed prior to handing back the Room and leaving the Home. This provides us with the opportunity to prepare the Room in plenty of time so we can welcome a new resident to the Home.
- 6.6 If the Resident or their representatives are not able to collect all of the belongings before handing back the Room, we can sometimes store small items (such as a small chair or television) for a period of up to 28 days at no additional cost, so that they can be collected at a more convenient time. If we do not have the storage space available, we will confirm the costs associated with the storage or disposal of the items. Please note, this can include third party costs where we store the items off-site. If you then ask us to store the items, or you are unable to collect them within 28 days, we will:
- (a) notify you that the items have been moved to storage, ready for collection;
 - (b) send a written reminder before we sell or donate the items giving you reasonable notice of our intention;
 - (c) after the end of the 28-day period, sell or dispose of them if they have not yet been collected; and
 - (d) deduct the costs of storage and disposal from the Deposit and charge you (or the Resident's estate) for any costs which exceed the Deposit sum available.

Our right to cancel

Please note: If the Resident receives funding from a public-sector commissioner, our agreement with the Local Authority and/or NHS will set out the circumstances where either we or they may bring this contract to an end. We recommend that you contact them direct to confirm the arrangements for your circumstances.

- 6.7 If the Resident is a private paying resident or receives financial assistance from a public-sector commissioner and unless the contract between us and the Local Authority and/or NHS says otherwise, we may terminate this contract and require the Resident to leave the Home at any time before the end of the two-week Trial Period, by giving notice in writing (normally one week). The following clauses explain how we might bring this contract to an end after the end of the two-week Trial Period.
- 6.8 In certain circumstances, we may require the Resident to leave the Home (at any time) by giving at least **four weeks' notice** in writing if, for example:

- (a) the Resident (or their visitors) exhibit behaviour that is reasonably considered by us to be violent, disruptive or presents a significant risk of serious harm to colleagues, other residents or their visitors;
- (b) you break a material condition of this contract;
- (c) you, a third-party guarantor, any person paying a top-up, the Local Authority or NHS have repeatedly failed to pay any contribution towards the Fee and significant fees remain outstanding;
- (d) the Local Authority and/or NHS is unwilling to pay the full Fee and you are unable or unwilling to pay either a top-up or to arrange for someone else to pay your fees;
- (e) the Resident are no longer eligible for public funding and you are unwilling or unable to pay the Fee;
- (f) in our reasonable opinion or on medical or regulatory advice, we cannot give the Resident the appropriate level of care they need by making reasonable adjustments (for example, where the support needs increase suddenly and significantly and we can no longer provide the right care for the Resident) or where another provider has the specialist services required to better meet the Resident's needs;
- (g) the Resident has been absent from the Home for two weeks or more and we reasonably believe that they will not return within one month; or
- (h) if we are closing all or part of our business, including the Home.

6.9 In serious circumstances, where:

- (a) we have already discussed with you our concerns regarding the Resident's stay in the Home; and
- (b) our relationship with the Resident and/or their visitor(s) has deteriorated to the point where we reasonably believe the Resident's presence at the Home presents an immediate, significant risk of serious harm to colleagues, other residents or their visitors; or
- (c) despite making reasonable adjustments, we reasonably believe it is not safe for our colleagues, other residents or their visitors if the Resident were to remain at the Home for the remainder of the one-month notice period;

we may shorten this to **seven days' notice** for the Resident to leave the Home.

6.10 Where you have paid:

- (a) fees in advance;
- (b) a Deposit;
- (c) any overpayments;

and/or if we have been holding money on your behalf for any other reason; then we will normally settle any outstanding sums owed to us and refund the balance to your (or the Resident's estate) within 28 days of the Resident's death. If we are storing or disposing of items, in accordance with clause 6.6, we will need to finalise these costs before returning the balance to you.

6.11 The Fee must be paid up to the date of the date this contract ends (including any relevant notice period), even if the Resident has left the Home sooner than this, save that where the Provider is able to secure a new occupant for the Room (on a temporary or permanent basis) the Fee will be reduced by the amount of income the Provider receives for the Room during the remaining part of the contract.

6.12 The obligations in this contract will not cease when it ends, to the extent that they have not at that time been complied with.

6.13 We may make minor changes to these terms and conditions by providing you with reasonable notice from time to time. If you disagree with any of the changes proposed by us, you may always choose to give us notice and the Resident shall leave the Home before the proposed change takes effect.

7. COMPLAINTS

7.1 The Provider complaints system is set out in the Welcome Pack. In addition, the procedure is displayed in the main reception area at the Home.

7.2 In the first instance complaints should be made the Home Manager or the Deputy Manager, at the Home.

7.3 If an acknowledgement is not received within 10 working days or after an investigation a response is not provided within 28 days then the matter should be referred to the Regional Director, Bradbury House, 830 The Crescent, Colchester Business Park, Colchester, Essex CO4 9YQ. You can also contact us at 0808 175 4040 (freephone) and AskAriaCare@ariacare.co.uk.

7.4 Alternatively, you may contact the Care services Ombudsman at: <https://www.lgo.org.uk/>

8. SPONSOR'S OBLIGATIONS

The Sponsor's attention is drawn to the effect of this Clause.

- 8.1 The Sponsor agrees that in consideration of the Services rendered to the Resident he/she will pay the Fee and/or any other monies payable to the Provider under this Contract when due in accordance with the terms hereof.
- 8.2 The Sponsor agrees that the obligation to pay the Fees is a primary obligation (not a guarantee if the Resident does not pay the Fees) and therefore the Sponsor will be obliged to pay the Fees without us first having to recover the Fees from the Resident.
- 8.3 The Sponsor also agrees that if the Resident becomes eligible for public funding but the Local Authority is unwilling to pay the Fee in full, the Sponsor will pay the difference between the Fee and what the Local Authority is willing to pay.
- 8.4 The Sponsors (if there is more than one signing this Contract), will be jointly and severally liable for your obligations under this Contract. This means that we may, at our discretion, demand that:
- (a) only one Sponsor satisfies all of the financial obligations under this Contract;
 - (b) all of the Sponsors satisfy the financial obligations of the Sponsors under this Contract in equal proportions; or
 - (c) all of the Sponsors satisfy the financial obligations of the Sponsor under this Contract in such unequal proportions as we may see fit.
- 8.5 As explained to the Sponsor before this Contract was entered into, clause 8 makes the Sponsor personally liable for the Fee and other monies referred to. We shall not be entitled to recover the same Fees twice and therefore, we shall not:
- (a) be entitled to recover any Fees from the Sponsors under this Contract which have already been paid by the Resident;
 - (b) be entitled to recover any Fees from the Resident which have already been paid by the Sponsor under this Contract; or

(c) be entitled to recover any Fees from the Resident or the Sponsor which have already been paid by the Local Authority or NHS.

8.6 The Sponsor must note that if the Sponsor does not pay (or ensure that the Resident pays) the Fee and other monies referred to in this clause 8, the Sponsor could be liable for all of the unpaid Fee /or the cost of any damage caused to the Home (less any Deposit used to offset these amounts owed). The Sponsor may have court proceedings initiated against them to recover monies and the Resident's placement in the Home may be lost if the Provider terminates this Contract under clause 6.

SAMPLE

SIGNATURES

RESIDENT

I confirm that I have read and understood the terms and conditions attached to this contract and have been provided with a copy. I understand that I will be personally responsible for ensuring that the fees are paid. I understand I can cancel for any reason on 2 weeks' notice within the Trial Period, and 4 weeks' notice after the Trial Period, but I will be required to pay the Fees up until the end of my notice period.

Your signature:

Date:

Print Name:

ATTORNEY/DEPUTY

(If the Contract is signed on behalf of the Resident)

Where a third-party signs under the authority of the Court of Protection (as Deputy) or an Enduring Power of Attorney or Lasting Power of Attorney (as Attorney) a copy of the authority or power should be retained with this contract.

I am an Attorney/Deputy and confirm that I have read and understood the terms and conditions attached to this contract and have been provided with a copy of the document. I understand that I will be responsible for ensuring that the fees are paid out of the resident's funds. I understand I can cancel for any reason on 2 weeks' notice within the Trial Period, and 4 weeks' notice after the Trial Period, but the Fees are payable up until the end of the notice period.

Your signature:

Date:

Print Name:

Address:

Contact Details:

SPONSOR(S) –

I confirm that I have read and understood the terms and conditions attached to this contract and have been provided with a copy of the above documents. I understand that I will be personally responsible for ensuring that the fees are paid.

I understand I can cancel for any reason on 2 weeks' notice within the Trial Period, and 4 weeks' notice after the Trial Period, but the Fees are payable up until the end of the notice period and the Resident will be required to leave the Home.

Signature:

Date:

Print Name:

Address:

Contact Details:

Signature:

Date:

Print Name:

Address:

Contact Details:

HOME MANAGER

Acting for and on behalf of Aria Healthcare Group Ltd.

Before signing, check the Resident/Sponsor has evidenced sufficient funds, paid the Deposit and provided a copy of the completed direct debit form.

Signature:

Date:

Print Name: