

**Wimbledon Opco Limited**  
**Signature at Wimbledon**

**Terms and Conditions relating to acceptance and residency**

Acceptance and the taking up of residence at Signature at Wimbledon ("The Home") will be regarded as an acceptance of these Terms and Conditions as set out below. Residents and/or their authorised agent will be expected to sign this agreement on or before admission to The Home and in the event of any change to these Terms and Conditions, when Residents and/or their agents will be sent a copy of the amended version. Residency does not constitute an assured tenancy and does not create any rights to surety of tenure.

**1. Suitability of The Home and trial period (permanent residency only)**

Residents will be accepted on the condition that the level of care and accommodation required can be met satisfactorily by The Home within the requirements of the Health and Social Care Act 2008. There will, therefore, be an initial period of up to four weeks which can be regarded as a trial period and for assessment, both of the needs and requirements of the resident and the suitability of The Home. During this period the Admission Agreement may be terminated by at least 24 hours written notice.

**2. Fees, what is included in the fees and what is not, and methods of payment**

All prospective Residents are assessed and fees are based on care needs identified during this assessment. Fees are calculated on a daily basis and are payable monthly in advance i.e. on/by the first day of every calendar month. The minimum charge is one week for stays of 6 days or less and there is a 10% supplement for short stays of between 7 and 28 days inclusive. Wimbledon OpCo Limited normally reviews the fees on the 1<sup>st</sup> January each year and the costs of providing care could be increased. In addition to this fees may be reviewed to reflect any changes in national legislation/funding. Residents will be given a minimum of four weeks' notice of any change in the scale of charges (unless a change in fees is related to a change in care needs, when one week's notice will be given).

**The fees** (including supplements where applicable) are inclusive of full board and accommodation, care and attention, prescribed medications and treatments, personal laundry (excluding dry-cleaning). The basic fees do not include chiropody or other similar treatments unless carried out by the NHS, non-prescribed medications, hairdressing, dry-cleaning, toiletries, clothing, confectionery, newspapers, telephone rentals and calls, transport/escort or visitors meals. The aforementioned items can be supplied by The Home if requested at additional cost which will be charged on a monthly account basis in arrears.

**Fees for Respite Care** are payable in advance for the agreed duration of the stay and are not refundable. The minimum charge is one week irrespective of the length of stay.

**Registered Nursing Care Contribution for self-funding Residents.** A gross weekly charge will be agreed with the resident which will include the Registered Nursing Care Contribution (RNCC) **and** any other contributions from the Health Authority, the latter being claimed by and paid directly to The Home. Until the RNCC assessment has been completed and agreed, the RNCC will be included in the fees and will be refunded when the RNCC is received from the PCT. Once the RNCC is confirmed, the resident will be billed for the net amount after deducting the RNCC received by the company.

**Method of payment and late payment:** Our standard method of payment of fees is by Direct Debit (The Home has Direct Debit mandates available for completion and is required to be completed prior to admission).

Our payment terms are as follows:

- If payment is to be made by direct debit, you will be provided with a direct debit mandate for completion. The date for direct debit will be on or around the 1<sup>st</sup> day of the month; once completed the form must be passed to The Home. Any fees not covered by the first direct debit, payment must be settled by cheque/debit card on or before the time of admission, for example if the resident is admitted in to The Home on the 14<sup>th</sup> of the month, a cheque/debit card payment will be required to cover the period from the 14<sup>th</sup> until the end of that month, (this will provide sufficient time for the direct debit to be in place to cover the next months' payment). In the event that admission takes place after the 15<sup>th</sup> of the month a cheque/debit card payment will be required to incorporate the period 15<sup>th</sup> to the end of the month, plus a further cheque/debit card payment will be required to cover the total amount for the following month's fees. This should provide sufficient time for the direct debit to be in place for all subsequent fee payments.
- If payment is to be made by cheque/debit card, then a deposit of one month's fees is required in addition to the first month's fees for care; this deposit is refundable on termination of the contract less any deduction for any amounts due to The Home. (The deposit carries no interest and is not kept in a separate account).
- Payment for short stay/respite care should be made payable by cheque/debit card in advance of the period of stay.
- Amounts not paid on the due date will bear interest at 2% above base rate. Other payments e.g. extras, can be paid in cash, debit card or cheque.
- Cheques should be made payable to "**Wimbledon Opco Limited**".

### **3. Hospitalisation and other periods of absence**

Should a resident require hospitalisation or other periods of absence, the fees will be payable in full for the first four weeks and subsequently at a rate of 85% of the full fee. The resident's place will be reserved for a maximum of twelve weeks at the reduced rate, thereafter fees will resume at the full rate.

### **4. Changes in level of care and resident status (i.e. residential to nursing and vice-versa)**

Should there be a *significant change* in the needs of a resident, which is also *expected to be of a long duration*, The Home will re-assess the resident's status.

In the case of an *increase* in care needs, this may result in a resident (who was originally assessed as requiring residential care) being re-assessed as requiring intensive/nursing care. This may also apply in the case of a *reduction* in the care needs of a resident, originally assessed as requiring nursing/more intensive care being re-assessed as requiring only residential care. The Home reserves the right to review the fees accordingly and will be based on an assessment carried out by The Home, whereby the resident, relatives and/or friend will be involved. One week's notice will be given in respect of any increase in fees as a result.

In the event of a disagreement between The Home and the resident, relative or commissioning authority, an independent nurse assessor will be commissioned to carry out an assessment which will be chargeable to the resident or commissioning authority.

In the event of a resident's care requirements exceeding those offered by The Home, or the resident is not satisfied with The Home, or if the resident simply chooses to move, it may be necessary for the resident to be transferred to alternative suitable accommodation, at which time, every assistance will be afforded the resident and their relatives by The Home to ensure a satisfactory and mutually acceptable solution.

## **5. Self-funding Residents (See Appendix B)**

Residents who are self-funding and not reliant at the time of admission on local Social Services or Health Authority Funding, should approach the Social Services in plenty of time before their funds reach the minimum amount allowed before financial assistance becomes available. Residents and prospective Residents should be rest assured that we will always endeavour to provide accommodation and care for as long as the resident requires and desires it. Residents and relatives must plan to be able to pay the agreed weekly fee in advance for the duration of the stay at the fee agreed on admission (in accordance with the method of payment terms detailed above).

For the avoidance of doubt, Wimbledon Opco Limited will only backdate funding to the date official notification is received from the relevant Local Authority. It is essential that families discuss any changes in funding with The Home Manager in advance and continue paying the relevant fees until funding has been agreed in writing by the relevant funding authority. Failure to comply with this may lead to a notice of placement termination being issued.

We reserve the right to request details of assets from Solicitors or Accountants acting on behalf of residents funding their own care.

## **6. Notice required**

In the event of a resident wishing to leave The Home, four weeks' notice must be given in writing unless there has been a prior agreement as to the length of stay, for instance, for periods of convalescence or respite. In the event of a death of a resident, two week's (14 days) fees in full are payable from the date of death; however, we reserve the right to terminate the resident's Terms and Conditions Agreement by giving written notice of 7 days if:

- a) any amount due to us is not paid within 30 days of the due date

- b) in our opinion, we are unable to provide the degree of care required by the Resident or
- c) any other term of the Resident's Agreement is breached.

In addition, if in our opinion the behaviour of the resident, their visitors or any other circumstances relating to the Resident which may be detrimental to the welfare or peaceful enjoyment of other Residents, The Home will be entitled to terminate the Resident's Admission Agreement by giving written notice of 24 hours.

## **7. Dilapidation Charge**

A fee to the sum of £495.00 shall be applied at the time of termination of the resident's agreement for wear and tear. The total sum is to cover the cost of a replacement carpet and for the purpose of redecoration of the resident's room.

This fee is only applicable if the resident's stay has exceeded a minimum of 6 months. We reserve the right to levy the charge if the stay is under 6 months if there is excessive wear and tear well above normal use and this will be payable in the final statement of account.

## **8. Residents and Visitors**

Residents have unrestricted use of their bedrooms, bathrooms, communal rooms and gardens. Visitors are welcome at any reasonable time.

## **9. Laundry**

All personal clothing is laundered in The Home, unless we receive specific instructions from Residents, relatives or friends who wish to do the laundering themselves, in which case soiled clothing would be placed in a bag by staff in the resident's bedroom ready for collection. Whilst every care is taken when laundering personal clothing, The Home **does not** accept responsibility for damage or loss. We would, therefore, strongly recommend that all items of clothing are labelled before being brought to The Home as this drastically reduces the risk of losses occurring. Our clothes tagging system is currently charged at £25.00 upon admission.

## **10. Personal effects insurance cover**

The Home's insurance policy provides cover for Residents' personal belongings (excluding clothing) up to £500 per resident per claim, subject to an excess payment. This does not cover cash or other valuables, such as jewellery, hearing aids and glasses unless specifically requested, for which there may be an additional premium to pay by the resident. (It should be noted that The Home cannot be held responsible for the loss of cash or other valuables held by Residents). In the event of any loss of cash or valuables, a full enquiry will be conducted and, depending on the severity, the authorities will be notified. Residents or their families will be asked to complete a list of valuables and possessions and it is the responsibility of the resident or the family to notify changes as they occur.

## **11. Receipt of gifts**

Under no circumstances are employees permitted to receive gifts either monetary or material from Residents.

If a resident wishes to make a donation to the staff fund, this can be done via the administration office.

## **12. Confidentiality and the Right of Access to Documentation**

All members of staff are aware of the confidentiality policy within The Home and abide by it. This may mean, at times, staff are limited as to the amount and extent of information that can be given over the telephone.

- Residents and their relatives are encouraged to discuss their care with members of staff.
- Each resident will be considered individually and The Home reserves the right to withhold information if it is considered that access to the information/records kept may cause unnecessary distress to the resident. If a resident or relative wishes to appeal this decision this may be made to the Care Quality Commission (CQC) as detailed below.

## **13. Use of Lifting Aids and Hoists**

Each resident will have their moving and handling needs assessed on admission and on a regular basis. The Home reserves the right to use moving and handling equipment including hoists and bath hoists to ensure safe handling for residents and staff.

## **14. Complaints procedure**

Should any resident, friend, relative or any other person have a complaint or concern about any aspect of The Home or standard of care they can either:

- Approach The Home Manager who may be able to sort out the problem quickly.
- Contact Signature Senior Lifestyle Head Office on 01494 680873 should the concern or complaint remain unresolved.
- Contact other statutory bodies as listed below

**CONTACT ADDRESSES**

Signature Senior Lifestyle Grosvenor House Horseshoe Crescent Beaconsfield HP9 1LJ  Tel: 01494 680873 E enquiries@signaturesl.co.uk	Care Quality Commission National Correspondence Centre Citygate Gallowgate Newcastle upon Tyne NE1 4PA  Tel: 03000 616161 Email: <a href="mailto:enquiries@cqc.org.uk">enquiries@cqc.org.uk</a>
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**15. Transitional funding by Local Authorities (See Appendix A)**

Prospective residents may have property to sell to enable them to meet the cost of fees and there are circumstances where your Local Authority will support admission to Signature at Wimbledon and contribute to the cost of fees whilst a property is being sold.

**16. Fees Payable**

Resident:

Admission Date:

Room No:

Gross Fees Payable – for all admissions	£
Less:FNC weekly fee contribution if applicable	£
Weekly Fee Agreed	£
	=====

I confirm agreement to the Terms and Conditions above and can also confirm that I am permanently resident in the UK (please note that anyone who is not a permanent resident in UK cannot be the Advocate/or Fee Guarantor of the resident)

Signed: ..... Resident/Advocate

Date: .....

Signed: ..... on behalf of Wimbledon OpCo Limited

Date: .....

## Appendix A

### Transitional funding by Local Authorities

The Local Authority may not meet the full cost of the agreed fees and the Resident will remain responsible for a room supplement which will be the difference between the contribution we receive from the Local Authority and the agreed fee rate for the accommodation. This shortfall will be invoiced to the Resident/ Advocate payable in advance and otherwise in accordance with paragraph 2 above.

In some circumstances we will (in our absolute discretion) agree that payment of the shortfall may be made when the property is sold. Should you wish to explore the possibility of such a concession being made, you should provide the details of the solicitor acting for you in the sale of the property in order that our solicitors can make contact with them to agree to such a request and if so, on what basis.

Resident:

Admission Date:

Room No:

\*\*Weekly contribution paid by [insert] Social Services      £

Amount Payable as a Room Supplement      £

Total Weekly Fee:      £

( \*\*claimed by Wimbledon Opco Limited from Local Authority)

See paragraph 15 above:

Name and Address of Solicitors acting for you in the sale of the property.

In signing the below you confirm your agreement to our solicitors acting for Wimbledon Opco Limited to contact your Solicitors detailed above and to disclose all information relating to the sale of your property as is reasonably necessary to determine if and on what basis a concession may be made in accordance with paragraph 15 above.

(claimed by Wimbledon Opco Limited from Local Authority)

Signed: ..... on behalf of Signature of Wimbledon

Date: .....

I confirm agreement to the Terms and Conditions and can also confirm that I am permanently resident in the UK (please note that anyone who is not a permanent resident in UK cannot be the Advocate/or Fee Guarantor of the resident)

Signed: ..... Resident/Advocate

Date: .....



## Appendix B

### Self-Funding Residents

- Has the resident/guarantor got available funds YES/NO

- Where will these funds be derived from:

o Investments

o Property

o Other

- If other please specify below: