



# Nursing Homes Terms & Conditions



# Terms and Conditions applicable to Residents staying in a Cygnet Care Home

At Cygnet Health Care (Cygnet), we recognise that providing high quality care for each resident is achieved by creating the components of a lifestyle that they feel is right for them. Through personal and nursing care, recreation and activities, and quality food and dining, we put our residents' happiness and health at the heart of our philosophy.

These Terms and Conditions, together with the attached Admission Agreement and the policies provided in your 'Welcome Pack', form the agreement governing our relationship for the duration of your stay at your chosen Cygnet Care Home ("**this Agreement**").

**You should read this Agreement carefully before signing, as these Terms and Conditions are legally binding on you, your 3rd Party Contributor and any Guarantor who signs it.**

Please ask for an explanation of any part of this Agreement that you do not understand.

Where we refer to 'we', 'us', 'the Company' or 'the Home' or to a similar expression, the reference is to Cygnet Health Care Ltd, the operators of the Home recorded in the Admission Agreement.

## 1. Standard of Care and Complaints Policy

- 1.1 We aim to provide quality accommodation and care that meets fundamental standards required by our regulators. In England, the Care Quality Commission (the "CQC"), are responsible for ensuring that these standards are met and they monitor, inspect and regulate these services. In Scotland, the Care Inspectorate undertakes a similar role.
- 1.2 If you have a compliment, complaint or concern about the care being provided, please let us know. Our complaints policy is readily available in the Home and a copy is available for your information in your 'Welcome Pack'.

## 2. Assessment of Needs

- 2.1 Before your admission to the Home, a full assessment of your needs must be carried out. The outcome of that assessment will determine your needs and therefore suitability for care in the Home. Admission to the Home will only be permitted if we have confirmed to you that it is anticipated that your identified needs from such an Assessment can be met.

## 3. Permanent and Short-term Stays

- 3.1 Unless otherwise stated, this Agreement applies to both Permanent and Short-term periods of stay. The Admission Agreement will identify whether your stay is on a Permanent or Short-term basis. In most cases, a Short-term stay is where you are due to stay in the Home for no greater than 28 days.
- 3.2 Only in exceptional circumstances can a resident remain in their chosen home on Short-term terms beyond 28 days; reasons could include planned works on a property not being completed, or due to illness/incapacity meaning discharge from the home is not possible. In all other reasonable circumstances, a resident admitted on a Short-term placement intending to stay beyond 28 days should complete a 'convert to permanent' form bringing them in line with the terms and conditions of a permanent placement.

## 4. Fees

- 4.1 The Admission Agreement states the Resident Fees for your stay at the Home.
  - 4.2 By you or your Nominated Representative signing the Admission Agreement you agree to pay the Resident Fees and all other fees due under this Agreement. By your 3rd Party Contributor signing the Admission Agreement, he or she agrees to pay the 3rd Party Top-Up Contributions and all other fees due under this Agreement.
  - 4.3 All Resident Fees for new Permanent stays are invoiced in advance and are payable by Standing Order.
  - 4.4 We retain the right to apply additional charges for any Additional Items or Services the Home arranges for a Resident that is in addition to the standard provision covered within the Resident Fees. These items and services could include elected services and therapies, newspapers, haircuts, dry cleaning, theatre tickets and other sundries. Such items and services will be documented and charges agreed with the Resident ahead of invoicing.
  - 4.5 All 3rd Party Top-Up Contributions, Additional Items and Services and any other fees payable under this Agreement are quoted inclusive of VAT (where VAT is applicable).
  - 4.6 Where you or your Nominated Representative becomes aware that your available assets, or your 3rd Party Contributor becomes aware that his or her own available assets, total less than six months' worth of weekly fees, you or your 3rd Party Contributor must notify the Home Manager to discuss your options with regards to future payment. We recommend that you seek independent legal or financial advice on such matters.
  - 4.7 We shall have the right to refuse any retrospective or future Public Funding arrangement which we deem unreasonable.
  - 4.8 We are unable to be responsible for your personal finances or funding matters.
- ### 5. Short-term Stay Residents
- 5.1 The period of Short-term stay will be agreed prior to your admission and documented in the Admission Agreement.
  - 5.2 The Resident Fees payable for your Short-term stay are set at a daily rate as documented in the Admission Agreement.
  - 5.3 The Resident Fees payable will include the day of admission as well as the day of discharge.
  - 5.4 All Resident Fees for Short-term stays must be paid in full at the time of booking to secure your chosen room, typically no less than 7 days in advance.
  - 5.5 Fees payable for a Short-term stay are not refundable if you chose to no longer complete your stay in the home and where the room can therefore not be utilised for another booking.
  - 5.6 Fees payable for a Short-term stay are not refundable in the event of you staying at the Home for less than the period set out in the Admission Agreement.

The only exception is if you lawfully terminate this Agreement early on the grounds of our material breach of this Agreement. In this case you will be entitled to a part refund of the Resident Fees that have been paid equal to the number of days unspent in the Home.

- 5.7 Once your Short-term stay ends, you must ensure that you vacate the Home and take with you your personal effects. All amounts lawfully due to us which have not been paid must be paid on, or before, that date.
- 5.8 Any personal effects that remain within the room you have occupied that have not been removed on the day of your discharge from the Home, resulting in the Home being unable to utilise the room, will result in the fees equal to the agreed daily rate on the Admission Agreement being accrued up until the day the room is available again for use, unless agreed in advance with the Registered Manager.
- 5.9 You must inform the Registered Manager as soon as possible should you decide to extend your Short-term stay at the Home. The Registered Manager will make every effort to accommodate such a request, however, we cannot guarantee room availability. The room must be vacated should the room, or an alternative option within the Home, be unavailable beyond the dates of your agreed Short-term stay.

## 6. Permanent Stay Residents

- 6.1 The initial rate of Resident Fees payable for a Permanent stay is set out in the Admission Agreement and is subject to change in accordance with these Terms and Conditions.
- 6.2 In addition to the Resident Fees, you remain liable for the charges of any extras you request, for example, those listed separately in the Admission Agreement. The Home will keep you informed of any additional charges and will arrange a suitable payment option with you.
- 6.3 Resident fees for Permanent stays are charged at a weekly rate as stated in the Admission Agreement and are charged for each day of residence, including both the day of arrival and the day of departure.
- 6.4 Resident Fees for new Permanent residents are payable monthly via Standing Order. Please confirm with the Registered Manager of your chosen care home regarding billing arrangements as to whether payment is in advance or in arrears.
- 6.5 A deposit equivalent to 1 week's Resident Fees is required to secure your chosen room. The deposit may be used to offset the Payment in Advance or first month of Resident Fees. Please confirm arrangements with the Registered Manager of your chosen care home.

## 7. 3rd Party Top-up Contributions

- 7.1 If your Local Authority has agreed to fund your residence in the Home but the Local Authority is proposing at any time to pay less than the price of the room you are occupying or proposing to occupy, you must ensure a 3rd Party Contributor enters into an agreement with the Local Authority to pay the difference as a 3rd Party Top-Up Contribution.
- 7.2 The 3rd Party Contributor may be required to pay the 3rd Party Top-Up Contributions directly to the Local Authority, but it is possible the Home may need to collect this directly from the 3rd Party Contributor. This arrangement is usually pre-agreed and dependent on each Local Authority.
- 7.3 The Admission Agreement sets out the weekly amount of the 3rd Party Top-Up Contribution where the Local Authority has requested us to invoice you directly. These fees are payable monthly in advance.
- 7.4 If you require any assistance with arrangements relating to 3rd Party Top-Up Contributions, we would strongly advise you to discuss with your allocated Local Authority Social Worker/Care Manager.

## 8. Changes to Fees

- 8.1 We shall be entitled to increase Resident Fees and 3rd Party Top-Up Contributions annually in light of:
  - 8.1.1 increases in our costs arising from inflation;
  - 8.1.2 increases in our running costs and supplier charges; and/or
  - 8.1.3 the provision of extra care for you.
- 8.2 If your Resident Fees are not to be paid, wholly or partly, by Public Funding, the annual increase to the Resident Fees payable by you and your 3rd Party Contributor referred to in clause 8.1 will normally be the 1st April each year at a rate of 6%.
- 8.3 If your Resident Fees are to be paid, wholly or partly, by Public Funding, the annual increase to the Resident Fees and any 3rd Party Top-Up Contributions will normally be in line with the arrangements with that Local Authority providing the Public Funding.

**8.4** However, in addition to the annual increases referred to above, we shall have the right to make a reasonable increases to the Resident Fees and any other fees at other times:

- 8.4.1** if, in our opinion, your care needs have changed from those previously assessed and our costs will increase as a result; or
- 8.4.2** if, in our opinion, there has been a material change in our operating costs due to the introduction of new or amended legislation; or
- 8.4.3** to take into account increases due to inflation or other factors which were not foreseen when our most recent annual review took place.

**8.5** Any fee increase or reduction under the clause 8 will be notified to you in writing, together with a statement of the reasons for any such increase, at least 28 days in advance, and will take effect under this Agreement from the date stated in the notice unless before that date you give us 28 days' written notice to terminate your residence at the Home and leave the Home before, or at the end of, that 28 day period.

## 9. Public Funding Contribution Obligations

- 9.1** We strongly advise that you and any 3rd Party Contributors take independent advice in respect of any funding arrangements or agreements, as referred to in clause 7.4.
- 9.2** We acknowledge that either at the beginning of, or at any time during, your residence in the home, a Local Authority or the NHS may be funding, or proposing to fund, your residence in the Home (referred to in this Agreement as "Public Funding").

### Local Authority Funding

- 9.3** Prior to your admission to the Home, the Local Authority will undertake a financial assessment and may notify you or your Nominated Representative that a contribution is required towards the placement fee that the Local Authority will pay. This is called a 'client contribution' and is assessed on the amount of weekly income being received.
- 9.4** In most cases the Local Authority will require us to collect this money on their behalf and we will invoice the 'client contribution' calendar monthly in arrears which is payable by direct debit.
- 9.5** Please note a 3rd Party Top-Up Contribution may also be required but this is an additional fee and is to be agreed with the Home Manager prior to admission in liaison with the appropriate Local Authority. Please refer to clauses 7.1 to 7.4 (inclusive).

### Deferred Property Payment Schemes

- 9.6** In some cases it may be the payment for your Resident fees is dependent on the sale of any property related assets. Under the Care Act 2014, each Local Authority is now obliged to offer a Property Deferred Payment Scheme (or a 12 week Property Disregard Scheme) for such residents.
  - 9.6.1** Where such an arrangement is agreed, we will collect all the Resident Fees directly from the Local Authority until such time as the Local Authority ceases paying under such agreed arrangement. However, the Resident Fees to be charged will be at the weekly charge agreed in the Admission Agreement.
  - 9.6.2** In very exceptional cases, we may agree a similar arrangement directly with you, whereby we enter into a Property Loan Agreement but this will have to be formally and legally agreed by separate agreement.

### Nursing Contributions (FNC/FPC)

- 9.7** On or following your admission to the Home, you may be assessed as eligible for 'Funded Nursing Care' ("FNC") contribution from the NHS in England or 'Free Personal and Nursing Care' ("FPC") from Scotland.
  - 9.7.1** To benefit from this you will need to be assessed as eligible by your local Clinical Commissioning Group ("CCG").
  - 9.7.2** Any contribution received from the NHS in respect of nursing fees will be retained by the home in addition to the fee in the Admission Agreement.
  - 9.7.3** If there is an annual increase awarded for the FNC/FPC contribution, this will be retained by the Home.
  - 9.7.4** If the FNC/FPC contribution ceases or reduces, your Resident Fees will be amended accordingly to cover this cost.

### Continuing Health Care Funding (CHC)

- 9.8** On or following your admission to the Home you may be assessed as eligible for NHS 'Continuing Health Care' ("CHC") funding. Please note this type of funding is subject to regular review and may be withdrawn at any time. If at any time during your residence at the Home the CHC funding for you ceases (whether for past or future residence at the Home) you, and your 3rd Party Contributor, be liable for the entirety of the Resident Fees, except for amounts that the CHC funding has paid.

### Overlap of Public Funding with self-funding

- 9.9** All fees set out in this Agreement, will continue to be due and payable by you and your 3rd Party Contributor in full until formal confirmation of Public Funding is received.
- 9.10** It is possible that some part of Public Funding for you covers a period for which our Resident Fees have already been paid in full by you or your 3rd Party Contributor, if that occurs then, where we are not legally required to refund you or your 3rd Party Contributor (as the case may be) any amount of Public Funding received by us for your care for that period, but no more than the Public Funding that we actually receive.
- 9.11** Similarly, if at any time during your residence, the Public Funding for you ceases, (whether for past or future residence at the Home), you and your 3rd Party Contributor will be liable for the entirety of our Resident Fees except for the amounts that the Public Funding has paid.

## 10. Administration Fee, Deposit and Payment in Advance

We do not charge any administration fees.

- 10.1** If your residence at the Home is not being funded by Public Funding, before we admit you to the Home for a Permanent stay, the following payments must be paid to us:
  - 10.1.1** A sum equal to 1 week's Resident Fees to be held as a Deposit and is payable on the day of signing your Admission Agreement.
    - 10.1.1.1.** The Deposit acts as a guarantee to secure your preferred room in the Home.
    - 10.1.1.2.** Once this Deposit is paid the room will be unavailable to any other prospective residents. As such, if you choose for whatever reason not to go proceed with admission into the Home, your Deposit will be retained by the Home in order to mitigate any loss associated with reserving the room.
    - 10.1.1.3.** It is at the Registered Manager's discretion whether to obtain a Deposit should your admission date be within less than 7 days of the date you agree your admission.
    - 10.1.1.4.** No interest will be paid on such deposit.
  - 10.1.2** The initial advance pro rata payment of Resident Fees stated in your Admission Agreement.

**10.2** Admission into the Home is at the discretion of the Registered Manager if, for any reason, the total amounts required under clauses 10.1.1 & 10.1.2 are not paid to us before we admit you to the Home. In this instance the amount will accrue as a debt on your account.

**10.3** At the end of your residence at the Home, any amount owed or outstanding will be invoiced to you or your 3rd Party Contributor

## 11. Termination

**11.1** The first four weeks following your admission to the Home for a Permanent stay is regarded as a trial period. Either we or you may terminate this Agreement during this period by giving at least seven days' written notice. Following any such termination, you will be entitled to a pro-rata refund of the part of the Resident Fees paid in advance for the period after you have left the Home.

### After Trial Period

- 11.2** After the trial period has expired, this Agreement can be terminated by you:
  - 11.2.1** giving to us at least 28 days' written notice of termination; or
  - 11.2.2** giving to us at least 14 days' written notice of termination, after a material breach of this Agreement by us has continued for at least 30 days after you have notified us in writing of the breach and required us to remedy it.
- 11.3** After the trial period has expired this Agreement can be terminated by us:
  - 11.3.1** giving to you at least 28 days' written notice of termination; or
  - 11.3.2** giving to you at least seven days' written notice of termination if any amount lawfully due to us is not paid within 30 days after we have given you written notice that the payment is overdue and requesting payment; or
  - 11.3.3** giving to you at least 14 days' written notice of termination if, in our opinion, we are unable to provide the degree of care required in accordance with your assessed needs; or
  - 11.3.4** giving to you at least 48 hours' written notice of termination if, in our opinion, your behaviour or that of your visitors is or could be detrimental to the welfare or peaceful enjoyment of other residents or to the welfare of our staff.
- 11.4** The same termination rights also apply to any Short-term stays at the Home, as well as Permanent stays.

### Leaving the Home on Termination

- 11.5** Once appropriate notice has been served, and on termination of this Agreement, for whatever reason it happens, you will be expected to vacate the home by the agreed date and agreed time arrange with the registered manager. All sums due to us which have not been paid must be paid on or before that date.
- 11.6** On termination of this Agreement, it is your responsibility, or your Nominated Representative's responsibility, to ensure that all your personal possessions are collected from the Home within seven days after such termination. We reserve the right to charge full Resident fees as storage costs beyond the seven days. Any personal possessions that are not collected from the Home within 3 months after such termination shall be donated to charity or disposed of at our discretion. We shall have no obligation to pay their value to you or your estate or account to you or your estate for any value received. In this instance, the registered manager will have made every reasonable effort to avoid disposing of personal possessions.

### Effect of Termination

- 11.7** Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties to this Agreement that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.
- 11.8** Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

## 12. Termination on Death

We are committed to delivering first-class care to all residents. For those choosing to stay with us until the end of their life we extend this level of care to your loved ones too during the most difficult of times.

### In the Event of Your Death

- 12.1** we will notify your next of kin or representative and offer our support to your relatives and friends;
- 12.2** this Agreement will terminate at 11:59pm on the day of your death;

**12.3** we shall be entitled to continue to charge Resident Fees for seven days after the date of your death so your family does not feel pressurised to prioritise clearing your room ahead of key matters and arrangements relating to your death. Clause 11.6 shall then apply; and

**12.4** any Residential Fees or 3rd Party Top-Up Contributions pre-paid for a period after the period referred to in clause 12.3 will be refunded to your estate, or your 3rd Party Contributor, by the end of the following month when a final invoice or credit note will be prepared; and

**12.5** we shall have no obligation to pay funds we hold for you at your death to anyone other than your executors or other legal personal representatives.

**12.6** if your room is cleared within the initial seven days and it is in a sellable condition we will amend this fee pro-rata for the number of days the room was unavailable.

**12.7** arrangements can be made with the registered manager should it not be possible to clear the room within seven days.

### **13. Temporary Absences**

**13.1** Where you are temporarily absent from the Home, fees are still payable in full for the first six weeks, after which a 10% discount may apply, at the discretion of the Registered Manager.

### **14. Interest and Recoverable Costs**

**14.1** Any amount due under this Agreement not paid to the Home on its due date will bear interest from the due date to the date of actual payment at a rate equal to 3% above the base rate of Barclays Bank PLC. Interest due must be paid together with the amount of arrears in question.

**14.2** We are also entitled to recover in full all legal fees and other expenses incurred in pursuing payment of any overdue fees and other sums payable under this Agreement that are not paid on time in accordance with this Agreement.

### **15. Resident Accommodation and Care Fees**

**15.1** Resident care includes, and the relevant Resident Fees will cover;

- full board accommodation, including meals, selected drinks and snacks (suited to meet a range of special diets);
- personal care;
- nursing care, including routine administration of medicine by a suitably qualified member of our staff and such further specialist nursing care as may be agreed from time to time (but not 1 to 1 nursing care);
- housekeeping;
- provision of heat and light, and nurse call systems;
- laundry of your items of clothing and bed linen (excluding dry cleaning and hand washing); and
- recreational activities, other than those which may be deemed as 'Extras' i.e. unscheduled visits to the theatre.

**15.2** Room rates may vary within the Home depending on the size and location of the room.

### **16. Extras or Additional Charges**

**16.1** In addition to Residential Fees (which cover the care and services described in clause 15) and any 3rd Party Top-Up Contributions, we shall be entitled to charge you for any additional costs (together with any applicable VAT) we incur in providing such additional care. Examples of such items are listed separately in the Admission Agreement and are subject to local tariff prices. These tariff prices are available at the Home and are subject to change.

**16.2** The Home will provide you with a separate invoice for such charges. Payment is required within 28 days.

### **17. Guarantor's Liability for Fees**

**17.1** The person who signs this Agreement as Guarantor is liable in addition to, and to the same extent as you and any 3rd Party Contributor (i.e. as principal obligator, jointly and severally with you and any such 3rd Party Contributor) for payment to us of all the Residential Fees and all other fees and other sums due to us under this Agreement that you or such 3rd Party Contributor are liable to pay us.

### **18. Court of Protection Applications**

**18.1** In some cases, payment of fees may be delayed while a Court of Protection application is being processed. We understand your fees may not be paid whilst this process is being completed and it is important that you or your Nominated Representative advises us in writing of the status of the application and you or your Nominated Representative make arrangements to pay all outstanding fees in full once the application is finalised. We may ask your appointed solicitors to provide a Statement of Intent while this is ongoing. We shall also have the right to charge interest under clause 14 during any period in which fees remain unpaid.

### **19. Medical Care, Medicines and Next of Kin**

**19.1** You must ensure that you are registered with a General Practitioner and that, as a resident of the Home, you are entitled to continue to receive the services provided by the NHS for the duration of your residence at the Home.

**19.2** The Home does not accept any responsibility and will have no liability for the advice given or actions taken by any medical practitioner or any external health professional unless due to any act of neglect or default by us or any of our agents or our staff.

**19.3** On your admission to the Home you may be required to hand over all your medicines to the Home Manager or a suitably qualified member of our staff for ongoing administration. If you wish to manage your own medication administration, and you are able to demonstrate your ability to do safely, we will assist you.

**19.4** We ask that you notify the Home Manager of your next of kin and that you review these details on a regular basis.

**19.5** In the event of any serious illness or emergency during your residence at the Home, we will use all reasonable efforts, if practicable in the circumstances, to discuss arrangements with your next of kin. By you signing the Admission Agreement or your Nominated Representative signing the Admission Agreement, you, or such representative, agree that we are authorised to make such arrangements for your hospitalisation and/or medical care as are considered by us to be in your best interests in the case of an emergency or in the case of deterioration in your medical condition. In most cases, this information will be captured within your care plan.

**19.6** We ask you or your next of kin to notify us on admission to the Home of the existence of any advance decision/living will, lasting power of attorney or Court of Protection appointed deputyship. We will require photocopies and any original DNACPR document that you may hold.

### **20. No Tenancy and Change of Room**

**20.1** The room you occupy will be allocated on admission to the Home. You will be occupying the room solely for the purpose of the care and other services provided by us and you will not be entitled to exclusive possession of the room or any part of it. Your residence in the Home does not constitute any tenancy or any other property right in relation to your room.

**20.2** We reserve the right to relocate you to another room where this assists in the delivery of care or is necessary, in our reasonable opinion, for other operational reasons. There will be a discussion with you before any such relocation occurs and you will, except in cases of emergency, be given at least seven days' notice in writing of any proposed change and the reason for that change. If you are dissatisfied with the new room allocated to you, you have the right within 28 days after the relocation to terminate this Agreement by giving at least seven days' notice, if a suitable alternative room cannot be found.

### **21. Personal Items and Insurance**

**21.1** You or your Nominated Representative are responsible for insuring to full replacement value all personal belongings brought into the Home and ensuring that they have your name on them. This will also include spectacles, hearing aids and items of clothing.

**21.2** The Home cannot accept responsibility for your personal finances (including cash) or other personal belongings and cannot accept liability in relation to any loss suffered by you or your visitors in any way except in the case of negligence or fraud or breach of this Agreement by us or any of our agents or our staff.

**21.3** The Home has a safe for small items. Items deposited must be signed in and receipted. Any items not kept in the safe are kept at your risk, except in the case of negligence or fraud or breach of this Agreement by us or any of our agents or our staff.

**21.4** We reserve the right to refuse furniture and other items being brought into the Home if, in our opinion, they present a fire hazard, health and safety risk, or disturb the peaceful enjoyment of the Home by other residents and staff. All electrical items identified to us by you will be given an electrical safety test by the Home's authorised service personnel annually at our cost. If such items fail the test they must not be used. All items of soft furnishings brought into the Home by you or by others for you must be certified fire retardant and it is your responsibility to ensure this.

**21.5** All your clothing must be clearly marked with your name by means of woven name tapes and it is your responsibility to ensure this or to present them to the Home's staff responsible for the laundry facilities as soon as practical, so that they can label the clothing to reduce the risk of loss. We agree to provide a laundering service for garments that are machine washable, but this will not include dry cleaning or hand washing of any item. We cannot accept liability for items of clothing that are lost or damaged except in the case of negligence or fraud or breach of this Agreement by us or any of our agents or our staff.

### **22. Gifts**

**22.1** Neither the Home nor any of our staff are permitted to accept gifts from any of our residents. However, where gifts are given to the Home generally or to staff on a group basis, these should be handed to the Registered Manager and will be logged.

### **23. The Signing of Legal Documents**

**23.1** We do not authorise any of our staff to sign as a witness to any legal documentation which relates to you or any other resident.

### **24. Code of Conduct**

**24.1** The Home is your home during your residence. It is also home to other residents and a place of work for our staff. Deliberately disruptive behaviour by you or your visitors cannot be tolerated, for the protection of all residents and staff. All violence towards staff, other residents or visitors (which includes, but is not limited to, assault, aggression, intimidation and harassment of any kind, whether physical or verbal) is unacceptable and a material breach of this Agreement.

**24.2** Restrictions and prohibitions on the consumption of alcohol, smoking and illegal substances are set out in policy in your 'Welcome Pack'.

**24.3** Any smoking by you or your visitors in areas not permitted by our policies from time to time will be a material breach of this Agreement.

**24.4** We will take appropriate action against you, or any visitor of yours to our premises, in order to protect our staff and other residents, where those actions of you or your visitor breaches any of the policies referred to in this clause 24 or contained within your 'Welcome Pack'.

### **25. Visiting Times**

**25.1** Visits by relatives and friends are encouraged and should be made within reasonable hours avoiding, where possible, protected meal times unless pre-arranged with the Registered Manager.

**25.2** All visitors must conduct themselves in such a manner as not to disturb the peaceful enjoyment of the Home by other residents.

**25.3** Visits will be conducted in line with the latest government guidance, including infection control and visit limitations.

## 26. Pets

- 26.1** Please check with the Registered Manager at the point of enquiry if you wish to bring a pet (or pets) to live with you in the Home.
- 26.1.1** If the Registered Manager agrees for the pet(s) to live with you it must remain primarily in the room you occupy within the Home.
- 26.1.2** A risk assessment may be required.
- 26.1.3** All the costs of caring for and feeding your pet(s) must be borne by you.
- 26.1.4** Exercising your pet(s) must be completed by you. Staff are unable to do this for you.
- 26.1.5** Charges may be incurred to repair or replace property owned by the Home or other residents, for any items damaged by the pet(s).
- 26.1.6** In the event that you feel you are no longer able to look after your pet(s), or, if your needs change and you are no longer able to look after your pet(s) it is your responsibility to find suitable alternative care for them. The Registered Manager may be able to help you rehome your pet(s).
- 26.2** In some cases pets may not be permitted to live with you within your chosen Home, but may be permitted to visit. A risk assessment may be required before a pet first visits the Home.
- 26.3** The Registered Manager reserves the right to refuse entry to or limit visitation of the pet(s) on the balance of the risk assessment, or if the peaceful enjoyment of the Home and its Residents, in whole or in part, is affected by the presence of the pet(s).
- ## 27. Variation
- 27.1** As well as our rights to alter fees, we shall have the right to vary:
- 27.1.1** these Terms and Conditions; and/or
- 27.1.2** any of the policies contained within your 'Welcome Pack' from time to time if, in our opinion, it is necessary or appropriate to do so.
- 27.1.3** to deliver effective and efficient care services in line with assessed needs; or
- 27.1.4** to adapt to a new or changed Legislation.
- 27.2** When making any variation, we will always act reasonably. Where possible, all variations will be notified in writing, together with a statement of the reasons for any such change, at least 28 days in advance and will take effect under this Agreement from the date stated in the notice unless before that date you give us 28 days' written notice to terminate your residence at the Home and leave the Home before, or at the end of, that 28 day period.
- ## 28. Protected Characteristics
- 28.1** Cygnet opposes all forms of unlawful discrimination, including (but not limited to) unlawful discrimination on the grounds of Protected Characteristics.
- 28.2** Protected characteristics are specific aspects of a person's identity defined by the Equality Act 2010. The 'protection' relates to protection from discrimination. The Equality Act covers the same groups that were protected by existing equality legislation – age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership and pregnancy and maternity.
- ## 29. Data Protection
- 29.1** We gather, use and, in certain circumstances, may disclose, information relating to you for various purposes described in our data protection policies, including (but not limited to):
- 29.1.1** for purposes of issuing invoices and generally for the purpose of your stay at the Home. Your information is also held and stored so that we may communicate with you and any other relevant person on any matter relating to the arrangements concerning your stay including for medical purposes and for the purpose of communication with General Practitioners and other healthcare professionals and with people who in the circumstances owe us or you a duty of confidentiality; and
- 29.1.2** if our business is sold or integrated with another business, about you may be disclosed to our advisors and any prospective purchaser and their advisors in good faith as necessary for the ongoing operation of the Home and to ensure continuity of the provision of accommodation and care.
- 29.2** If any of the information that you or any other person provides to the Company changes, please let us know the correct details in writing.

## 30. Notices

- 30.1** Any notice under this Agreement may be validly given by hand delivery or by special delivery post.

## Definitions

The following words and phrases within this document should be interpreted as follows:

**3rd Party Contributor:**

This is someone other than the resident who agrees to pay a supplementary contribution, known as a "top-up", towards the standard Resident Fees.

**12 Week Property Disregard:**

Where your Local Authority has assessed your financial position and decided to disregard the value of your property for the first 12 weeks of your care placement. The rules differ slightly across the UK however, your commissioning authority will provide you with specific details prior to any agreement.

**Continuing Health Care (CHC):**

Funding for health-related conditions is the responsibility of the NHS. The NHS pays a rate based on an assessment of needs. You are able to opt for a higher standard of accommodation; this will mean a top up fee for the difference will need to be agreed prior to admission.

**Court of Protection:**

In England, this is the Court of law which was created under the Mental Capacity Act 2001. It has powers of jurisdiction over property, financial and personal affairs to assist those individuals who lack capacity to manage these on their own behalf.

**CQC & CI:**

Means the Care Quality Commission and Care Inspectorate, the English and Scottish regulators for care services, respectively.

**Funded Nursing Care (FNC):**

Means when the NHS pays for the nursing care component of nursing home fees. The NHS pays a flat rate directly to the care home towards the cost of this nursing care.

**Guarantor:**

Someone who agrees to be responsible for the Resident Fees and any other fees that are not paid by the resident.

**Local Authority:**

The local council for the area in which the resident normally resides. In certain circumstances the Local Authority may be responsible for the Residential Fees, dependent on certain criteria.

**Nominated Representative:**

This is usually where a nominated person, in most cases a next-of-kin or close family friend is appointed to act on behalf of the resident.


**Resident Fees:**

Relates to the fees payable to the Home for accommodation, services and care. This is regardless of care type i.e. Residential care, Nursing care, or Dementia care.

**Top Up:**


Refers to the difference in fee met by a 3rd Party contributor where the weekly fee offered by the Local Authority is insufficient to meet the Resident Fee.



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