

Care Home Agreement

Long-term accommodation for the Armed Forces community.

[Care Home]
[Beneficiary]

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Care home agreement – long-term accommodation

Introduction

We look forward to welcoming you to your new home at [Care Home]. Like you, the other residents have a special relationship with the Armed Forces community.

Please read this agreement carefully. It forms a legal contract between you and us, setting out the terms on which we will provide you with your care-home services and what we expect from you in return. For example, it sets out how your fees will increase each year. **This is an important document. Once you have signed it, it will become legally binding.** You may want to ask a solicitor for independent legal advice to check that you have fully understood the terms of this agreement before you sign it.

If you are happy with the contents of this agreement, please sign it. Your representative may help you by reading this agreement and signing it on your behalf if you cannot do this. If we have agreed that you will have a guarantor (see clause 4 for information about guarantors), they will also need to sign this agreement.

If you have any questions about this agreement, please contact us.



Care home agreement – long-term accommodation

Contacting us

You can contact us in the following ways.

1. Phone us on [].
2. Email [], the manager of the home, at [\[Email\]](#) .
3. Write to the manager at [Care Home address]

You can also find out more information about our care homes by looking on our website at: <https://www.britishlegion.org.uk/get-support/care-and-independent-living/our-care-homes>. Or you can arrange to visit the home. Please phone us to book this visit.

Cooling-off period

If you have entered into this agreement 'at a distance' (for example, by email or phone, or away from the care home), you will have a 14-day cooling-off period starting on the day after you sign this agreement. During the cooling-off period, you are free to change your mind and cancel this agreement. After this time, you will be bound by its terms. (If you cancel this agreement during the cooling-off period but you have asked us to start providing our care services to you, and we have already done so, you will be charged for the services we have already provided.)

Important terms to note

It is important that you read this document in full, but we would like to draw your attention to the following clauses.

Clause number	Description	Why it is important
Clause 3 and schedule 2	Our charges and your fee schedule	These sections explain what you will pay to live at the home and how you must make the payments.
Clause 3(f)	Top-up payments	This section explains what will happen if you become eligible for state funding during your stay.
Clause 4	Guarantors	This section explains what responsibilities your guarantor (if any) has towards paying your fees and expenses.
Clause 7	Your personal possessions	This section explains what you can and cannot bring into the home and when you may need extra insurance for your possessions.
Clause 8(b)	Moving room	This section explains our policy on moving to another room.
Clause 9	Leaving the home	This section explains the circumstances in which you may leave the home, what charges may apply and, if you leave the home permanently, what will happen to your possessions if you do not take them with you.
Clause 10	Liability	This explains the circumstances when we will each be liable for making payments to the other, including for loss of, or damage to, your possessions or the home. In particular, under clause 10.3, for any item worth over £500 which you did not tell us about before bringing it to the home, we will only be liable for up to £500 for that item.
Clause 11	Insurance	This section explains the limits of our contents insurance cover, in particular, that the total contents insurance provided under our cover is £500 for all your possessions. You must pay a £50 excess for each claim you make. If you want to bring possessions worth more than this to the home, you will need to insure these separately.
Clause 14	Changing the terms of this agreement or your service	This section explains how we may change the terms of this agreement or the service we provide. This includes changes to your fees.
Clause 15.1	Notice in writing	This section explains the ways you and we can give any written notice that must be given under this agreement.
Schedule 3	Complaints procedure	This section provides details of what to do if you have a complaint.

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1. Your home

- 1.1 You will be living at Dunkirk Memorial House, Minehead Road, Bishops Lydeard, Taunton, Somerset, TA3 4BT, (the **home**).
- 1.2 The manager of the home is Anne Lewin.
- 1.3 There are more details about your home in schedule 1.

2. Your care plan

- 2.1 Before you move into the home, and at least every year after that, your nursing, health and social care advisers (as appropriate) will assess your personal care needs, and will record in your care plan your health and welfare needs and any necessary actions, treatments and therapy, as well as the objectives and expected outcomes of the plan.
- 2.2 We are not responsible for giving you any medical diagnosis or treatment other than in line with your care plan.
- 2.3 Your care plan is a 'live' document, which will be updated as necessary. It is available for you or your representative to review at any time. Please speak to a member of staff in the administration office of the care home if you would like to do this. If you would like a copy of your admission assessment, please ask us for one.



3. Our charges

a) Your fees

- 3.1 You are a local authority funded resident of the home. This means that Somerset are responsible for paying some or all of your fees.
- 3.2 Your local authority will calculate (or have calculated) the costs of meeting your eligible needs (known as your 'personal budget'). They will then carry out (or have carried out) a financial assessment to decide if you need to pay a 'contribution' towards your personal budget. If you do, you may need to sign another agreement (with your local authority).
- 3.3 If your personal budget is not enough to cover our fees, or if you would like a more expensive room (for example, you would like a double room but this is not set out in your care plan), a third party (for example, a family member) can pay a 'top-up payment' to make up the difference. In exceptional cases, you can make the top-up payment. Please see clause 3(f), 'Top-up payments for residential care' for more information.
- 3.4 If, during your stay in the home, you become no longer eligible for state funding, you will become a self-funded resident and you (or your representative) will be responsible for paying your fees in full.
- 3.5 Schedule 2 (Your fee schedule) sets out the fees the local authority [Name of the local authority] have agreed to pay, plus your contribution and any third-party top-up. Your fee schedule is based on your care plan, the local authority's financial assessment, our discussions about the services you want to receive, and the details you gave in your information form. Clause 14(c) and your fee schedule include details of how your fees will increase each year. We will update your fee schedule in line with any changes to your fees made under this agreement.
- 3.6 Your fee schedule includes our standard fee which covers the services listed in clause 3.9 below, and fees for any extra services we have already agreed to provide (for example, a room upgrade from a single to a double room).
- 3.7 If, at any stage, you decide you would like extra services that are not covered by our standard fee, we can consider if it is possible to provide these and whether we will need to increase your fees to cover this.
- 3.8 Please note that we are not responsible for the cost of any transport that is needed to move you and your possessions into or out of the home, or for any legal or other professional fees you may have to pay (for example, if you have arranged private healthcare). If we have to pay any specific costs that are not covered by the standard fee (for example, if we buy an item that you need, such as an item of clothing), we will pass these costs on to you when we invoice you for any extra expenses in line with clause 3.16. We will check that you agree to such expenses wherever possible.



3. Our charges

b) What is included in the standard fee

3.9 The following services are **included** as standard as part of your monthly fee. (You do not have to pay extra for these services.)

- (a) 24-hour residential care including nursing and personal care
- (b) Planning your care
- (c) Your accommodation and all your meals, snacks and drinks offered to you each day in line with your care plan
- (d) Anything the home provides for your room, including a [bed, bedding, wardrobe, chest of drawers, chair, carpet, wash basin, toilet, shower, towels, TV aerial socket, office services such as photocopying, [and] a landline phone socket. [*please amend as appropriate*]]
- (e) Full use of the shared spaces in the home and the grounds (for example, the shared toilets, lounge and gardens)
- (f) Staff at the home helping you to wash, bathe and take medication, and helping with other personal services if this is reasonably necessary in line with your care plan
- (g) A laundry service for your bedding and clothes (not including dry-cleaning)
- (h) Help speaking to your doctor, hospital, social worker, district nurse, dentist, chiropodist and any other health professionals (any of their related fees are not included unless we have agreed to this as part of your care plan)
- (i) Physiotherapy, occupational therapy and speech and language therapy
- (j) Activities organised by the home, which are advertised as being free (for example, visiting a garden centre for afternoon tea, or going to the Queen's Garden Parties)
- (k) [Private nursing care and dementia care not covered by NHS-funded nursing care payments]



3. Our charges

c) The amenity fund

- 3.10 The home has an amenity fund that is funded by donations. We use this fund for the benefit of residents of the care home, and money from the fund helps pay for certain activities and any associated transport costs. These costs are usually covered in full by the amenity fund and they do not form part of your standard fee.
- 3.11 Please note that there may be an extra cost if you choose to take part in certain activities and excursions and this cannot be funded by the amenity fund (for example, afternoon tea at a local garden centre). We will tell you about any extra charges that will apply when we offer the activity or excursion.

d) Extra expenses

- 3.12 We offer some extra services to our residents. You do not have to use these services, and they are **not included** in our standard service so you will have to pay extra if you want to receive them. The local authority will not pay for these extra services.
- 3.13 Here are some examples of services that are not included under this agreement, and which you will have to pay extra for if you choose to receive them.
- (a) Upgrading to a double room if this is not needed as part of your care plan (if the manager agrees to this)
 - (b) Meals for your guests
 - (c) Use of a bedroom for a visiting guest to stay in at the home
 - (d) All optical care services (for example, eye tests and glasses, but not including items that are free on the NHS)
 - (e) Private chiropody services
 - (f) Activities which we tell you there is an extra charge for (for example, tea at a garden centre)
 - (g) Someone to come with you on trips or holidays you have arranged privately
 - (h) Transport (for example, private taxi or ambulance fares)
 - (i) Installing a private phone line into your bedroom

3. Our charges

- (j) Cable television and satellite charges (such as personal Sky subscriptions) which arise from a television in your bedroom
- (k) Phone calls
- (l) Internet use if you choose to use your own provider for broadband or Netflix
- (m) Alcoholic drinks at the bar
- (n) Personal newspapers and magazines
- (o) Dry-cleaning
- (p) Tailors
- (q) Mobility scooter insurance
- (r) Room contents insurance for items worth more than £500

3.14 The costs of services provided by third parties are not included in your service fee. You can arrange these services direct with the provider or we can help you to arrange them. We can recommend service providers other residents have used, but you do not have to use these. Examples of services provided by third parties include:

- (a) dry-cleaning;
- (b) hairdressing; and
- (c) private dentistry or healthcare that is not covered by your standard fee or the NHS.

e) How you must pay any payments that are due

3.15 The local authority will decide how you or your representative should pay your contribution towards your fees (please see clause 3.2). Your fee schedule will confirm the monthly payment instructions agreed between you, us and the local authority. If it has been agreed that you will pay your contribution direct to us, or if you later become a self-funded resident, your payments will be due on or after the eighth day of each month by [direct debit/standing order/bank transfer]. We will give you (or your representative) our bank details for this purpose. Each payment you make covers your fees for the month to come.



3. Our charges

- 3.16 We can hold a personal allowance fund of up to £125 for you, which you can use to pay for extra expenses. We will monitor the level of your personal allowance and let you know when you need to top it up. If you prefer, we can invoice you for extra expenses each month.
- 3.17 Interest will be charged daily, at Lloyds Bank's base rate, on any outstanding fees and expenses from the date of the invoice if they are not paid within 28 days of the invoice date. We will invoice you (or your representative) for this cost.

f) Top-up payments for residential care

- 3.18 You cannot usually pay your own top-up fee. It is usually paid by a third party, such as a friend, relative or charity. You can only pay your own top-up fee in the following situations.
- (a) You have entered into a 12-week property disregard period. This means that the value of your home is not included in the local authority's financial assessment for 12 weeks (usually because the local authority are paying for your care while your home is for sale).
 - (b) You have a deferred payment agreement with the local authority (for example, while you continue to try to sell your home).
 - (c) You are moving into the care home under section 117 of the Mental Health Act 1983.
- 3.19 If you ever have a top-up payment arrangement in place, you and the third party will generally need to agree this direct with the local authority. This is because the local authority are responsible for making sure that all fees, including top-up payments, are paid to us. In these circumstances, unless they are a charity, the third party paying the top-up payment will enter into a written agreement with the local authority.
- 3.20 In certain circumstances, usually where the third party making the top-up payments is a charity, they may be able to pay these direct to us. This must be arranged between the third party, the local authority and us. This is not recommended practice for third parties other than charities, and if this type of arrangement is put in place we will ask you to sign a separate agreement with us setting out this arrangement.
- 3.21 If any of the terms of this agreement conflict with any terms you have agreed with the local authority regarding your care, the terms you have agreed with the local authority will apply.



3. Our charges

g) NHS-funded nursing care

- 3.22 You may be eligible, or become eligible, for NHS-funded nursing care (**FNC**) during your stay at the home. This happens if the NHS has assessed you as being eligible for registered nursing care (and you are not eligible for NHS continuing healthcare payments).
- 3.23 The NHS pays FNC payments direct to us, so we will not charge you for the portion of your care that the NHS is paying for. Please note that FNC does not cover nursing care provided by care assistants, wider non-nursing care or accommodation we provide as part of our standard service (covered by our standard fee). However, it does cover costs relating to your registered nurse monitoring any care that other staff are providing.
- 3.24 If you become eligible for FNC, we will assess whether any of the care you receive from your registered nurse overlaps with care you are receiving as part of the standard service we provide. If so, we will adjust your standard fee so that you or the local authority do not pay us for the same nursing services that the NHS pays us for.
- 3.25 If your FNC payment reduces or stops after the NHS reassesses your care, this will affect the level of nursing care you receive. In these circumstances, it may be necessary for us to restart any nursing services we stopped providing when you started to receive FNC. If it becomes necessary to restart our full standard service, we will talk to you, your representative and the local authority about the difference in your fees in line with clause 14(c), 'Changes to your fees'.
- 3.26 The value of the FNC payment is set by the Government in April each year. The Government may backdate any changes to the value of the FNC payment so that the changes apply to a period that has already passed. We will tell you about any changes to the amount of the FNC payment (but this will not affect your standard fee).



4. Guarantors

- 4.1 If it has been agreed before you sign this agreement that you will be supported by a guarantor and that person has signed this agreement to confirm they will act as your guarantor, this clause 4 will apply. If you do not have a guarantor, you can ignore this clause 4.
- 4.2 A guarantor is a person who has agreed to pay us your fees and expenses for the home, using their own money, if you become unable to pay these. They must continue to make these payments until you can start making the payments again. Please be aware that this could put the guarantor's own personal finances at risk, so if you or they have any questions about this arrangement, please discuss these with us. It may be appropriate for the guarantor to get independent legal advice before signing this agreement.
- 4.3 If you become aware that you may not be able to pay any money you owe us, please let us know as soon as you can. This will help us make arrangements to involve your guarantor in discussions about your payments as soon as possible.
- 4.4 Your guarantor will be responsible for paying us any standard fee payments you miss, as well as any overdue extra expenses for services you have chosen to receive which are not included in our standard service (see clause 3(d), 'Extra expenses'), if there is not enough money in your personal allowance fund to cover these costs. We would not expect your guarantor to pay any amounts that your local authority or the NHS owes us.
- 4.5 If you do not pay us your fees and expenses for the month in line with clause 3(e), 'How you must pay any payments that are due', and we have told you how much you owe, we will tell your guarantor within seven days of the missed payment and ask them to pay the amount owed within 28 days of the date we send your invoice to them. If you make the payment within this 28-day period, we will cancel the demand for payment that we sent to your guarantor.
- 4.6 If your guarantor does not pay the invoice within 28 days of receiving it, we may start court proceedings against them to recover the amount you owe, including any interest at Lloyds Bank's base rate.
- 4.7 If you (or your guarantor) do not pay your fees and expenses for a period of more than two months and you (or they) have not agreed any alternative payment arrangement with us, we may ask you to leave the home in line with clause 9.11(e).



5. What you can expect from us

- 5.1 We follow a set of core care values that guide every aspect of the service we provide. These core values are as follows.
- (d) Make sure the care and services we provide are of a good standard.
 - (e) Respect each person as an individual with their own beliefs, values and culture.
 - (f) Protect our residents' dignity in the care home and in the way we care for them.
 - (g) Provide privacy for our residents in their personal space and for personal transactions, (for example, to discuss personal or financial matters).
 - (h) Respect residents' rights to be consulted and protect their citizenship.
 - (i) Give residents choice in their daily routines and activities.
 - (j) Help residents to feel fulfilled – mentally, physically and spiritually.
 - (k) Help residents to stay as independent as possible – both physically and mentally.
 - (l) Make sure residents are included and can take part in the wider local community.
 - (m) Provide a safe environment where our residents are free from all restrictions except when there is a risk of harm, and not tolerate abuse or discrimination.
 - (n) Be fair and open in all of our business.
- 5.2 We will provide our services with reasonable skill and care in line with our core values.



6. What we can expect from you

a) Your behaviour

6.1 You will be living in a shared home environment. We expect you to behave reasonably, politely and appropriately towards our staff, the other residents and any visitors to the home. In particular, you must not:

- (a) annoy or cause a nuisance to the other residents or the staff at the home;
- (b) behave in an indecent or illegal way;
- (c) cause a disturbance;
- (d) abuse alcohol or any other substances; or
- (e) smoke cigarettes, cigars, e-cigarettes or any other substance inside the home.

You must keep to:

- (a) any safety regulations that the home issues from time to time; and
- (b) the regulations of the home, which you can read at reception and in your room.

b) Special dietary requirements

6.2 Please tell us about any special dietary requirements and food intolerances as soon as you become aware of them. Otherwise, we will rely on your care plan to tell us about what you can eat and drink.

c) Gifts

6.3 We are not allowed to accept any gifts or tips from our residents. Please do not try to give the home's staff any gifts or tips. If you do, we will return these to you immediately.

6.4 Our staff are not allowed to witness legal documents for you or your visitors.

6.5 Members of staff are not allowed to become a beneficiary in your will.



d) **Visitors**

- 6.6 You are welcome to invite your friends and family to visit you at the home at any time
- 6.7 We expect your visitors to behave in the same polite, reasonable and respectful way that we ask all our residents and staff to behave. We have a duty to protect people in our home. In extreme circumstances, we may ask a visitor to leave the home, refuse to let them enter the home, or limit their visit to just your room, if we consider their presence in the home could reduce your or any resident's or member of staff's well-being or safety. For example, if a visitor has abused or physically assaulted a member of staff or a resident (or has threatened to do this).

7. Your personal possessions

- 7.1 You can bring your own possessions into the home to keep in your room. This can include furniture which is suitable for the room and is in good condition.
- 7.2 If you want to bring your own furniture, please tell the home beforehand so that we can approve it and keep an inventory of what you are bringing into the home, and its approximate value.
- 7.3 Any electrical items you bring into the home will have to have a safety examination by a qualified electrician at your cost. If any electrical item fails a safety examination, you must remove or dispose of it immediately.
- 7.4 You are responsible for arranging and paying for your possessions to be brought into the home (and for them to be removed from the home if this applies).
- 7.5 If you bring cash over the value of £100 to the home, this must be kept in the home's safe.
- 7.6 If you want to bring a valuable possession into the home, you should insure it or, if appropriate, the manager may agree to keep it in the home's safe. Please tell us if any of your personal possessions would cost over £500 to replace. For more information about our insurance and what you may have to insure separately, please see clause 11, 'Insurance'.



7. Your personal possessions

- 7.7 Please make sure that your name is written on the labels in your clothes (or you mark the clothes as belonging to you in some other way), to help reduce the risk of your clothes being lost.
- 7.8 You cannot bring any items which we consider inappropriate, unsafe or illegal into the home. We will consult you before refusing to allow you to bring a personal possession to the home or asking you to remove it.
- 7.9 You cannot bring animals into the home unless you have agreed this with the manager beforehand.
- 7.10 You must tell us about any medication you bring into the home at any time.
- 7.11 Please note that if any of your possessions are lost or damaged, our liability is limited. Please see clause 10.2 for more information.

8. Your rights as a resident

a) Access to your room

- 8.1 You will live in your room as a 'licensee' and not as a tenant. This means that you have the right to live in your room but we can come into your room in order to provide you with our services. (If you were a tenant, we would not have this right to enter your room.)
- 8.2 You must not make alterations to the decoration or fixtures and fittings in your room without first getting the manager's permission.

b) Change of room

- 8.3 Your room will be allocated to you when you arrive at the home. If you ask to move to a different room during your stay, we will try to meet your request but we cannot guarantee it.

8. Your rights as a resident

- 8.4 Double rooms are more expensive than single rooms. If you are a single resident and you ask for a double room, the manager may agree to this if a suitable room is available, but you may have to pay an extra fee. As at 1 January 2019, the extra fee is £100 a week, depending on the room. This extra fee may change in line with clause 14(c).
- 8.5 We have the right to move you to a different room, after consulting you. This may be necessary, for example, if we need to carry out maintenance or building work in your current room or we consider the room is no longer suitable for your care needs in line with your care plan. If moving you to a different room affects the amount of your fees, we will consult you in line with clause 14.9.

9. Leaving the home

a) Trial period

- 9.1 When you move into the home, the first four weeks are treated as a trial period. During this period, either of us can give the other written notice to end this agreement. If this happens, the agreement will end seven days later. For example, if we give notice to end the agreement on 1 June, the notice will end seven days later on 8 June, so this is when the agreement would end and you would have to leave the home. We may end the agreement during the trial period if it becomes clear that we cannot provide you with the level of care that you need or if we find that you living in the home is seriously disruptive to, or is reducing the well-being of, other residents and staff. We will refund any fees you have paid for any period after the seven-day notice period ends (or the date you move out of the home, if this is later).
- 9.2 If you leave the home before the end of the seven-day notice period and we can allocate your room to someone else before the notice period ends, we will refund any payments you have made for the period after the other person moves into your room.

b) Temporary absences

- 9.3 We are not responsible for your safety when you leave the home, unless you are being supervised by the home's staff (for example, for an activity run by the home or which you have arranged beforehand with a member of staff who will be going with you).



9. Leaving the home

- 9.4 If you are away from the home (for example, because you are on holiday and you have arranged this with us beforehand, or because you are in hospital), we will reserve your room for you. We will let the local authority know you are away from the home if they pay for your care at the time. If you are a self-funded resident, during the first full week you are away you will need to pay your fees in full. After that, we will reduce your fees by the cost of the daily meals. (If we reduce your fees in this way, the reduction will be reflected in the next fees that are due.)
- 9.5 If you are, or you know you are going to be, away from the home for a continuous period of six weeks or more, we will consult with you, your nominated representative and, if relevant, the local authority to agree whether we will reserve your room for you while you are away.
- c) **If you want to leave the home after the trial period**
- 9.6 We want you to be happy in our home, but if you would like to end this agreement and leave the home for any reason, please give the manager 28 days' notice in writing.
- 9.7 You can leave the home before the end of your notice period but you will continue to be responsible for paying your full fees (if you are a self-funded resident) and expenses for this period (unless clause 9.8 applies).
- 9.8 If you leave the room during the notice period and we can use the room for another resident, we will reduce the fees you have to pay for the rest of the notice period to take account of any amounts we receive from the new resident for that period.
- 9.9 If you have brought any personal possessions to the home, you must take these with you when you move out of your room at the end of the notice period. Any possessions that you leave at the home after the notice period ends will be dealt with in line with clause 9(f), 'Your uncollected possessions'.
- 9.10 If you owe us fees and expenses when you leave the home, or if your behaviour has caused us loss (for example, if you break an item of our furniture and we need to replace it), we have the right to use any amounts we owe you (for example, unused fees and personal allowance money) to reduce the amounts you owe us, rather than refunding them to you.

9. Leaving the home

d) Circumstances in which we may ask you to leave the home

9.11 We may end this agreement if:

- (a) you persistently behave in a way that seriously affects the well-being or safety of other residents and staff in the home;
- (b) it is necessary for you to move to other accommodation that can better meet your care needs, despite us having made reasonable adjustments to try to meet those needs;
- (c) we are closing all or part of the care home and can no longer provide our services to you;
- (d) you go into hospital or will be away from the home for the foreseeable future (we will consult you and your representative before making a final decision, in line with clause 9.12);
- (e) you have repeatedly failed to pay your fees and expenses and you owe us significant amounts despite us giving you the opportunity to catch up on missed payments (we would consider two months' worth of unpaid fees and expenses to be a significant amount); or
- (f) after you move into the home, we find out that you are not eligible for a place at one of our care homes.

9.12 Before asking you to leave the home, we will make all reasonable efforts to deal with the problems which are causing us to consider ending this agreement. We will consult you and your representative and, if it is partially funding your care, the NHS or the local authority as appropriate. We will provide copies of any reports (for example, doctor's advice or serious incident reports) on which we have based our decision. If our decision relates to your care needs, we will also consult with your nursing, health and social care advisers as appropriate. If we are considering ending this agreement because of your behaviour, we will consult you to make sure you understand the problem and are supported to behave in a different way.

9.13 If we ask you to leave, we will give you, your representative and, if relevant, the local authority 28 days' written notice, but we will work with you to help you find suitable alternative accommodation.

9.14 It will be the manager's decision whether to end this agreement. However, in these circumstances, our Head of Operations (Care Homes) will automatically review the decision and we will only give you notice to end this agreement if they agree with the manager's decision.



9. Leaving the home

- 9.15 Unless clause 9.16 applies, we will refund any fees and personal allowance you have paid but which we have not spent. We will do this within seven days of you leaving the home and removing your personal possessions.
- 9.16 If you or your representative disagrees with our decision to end this agreement, you can appeal against it by writing to the manager within 14 days of receiving notice from us. The Head of Operations (Care Homes) reviews appeals, and we usually respond within 14 days. During your appeal, the notice period for ending this agreement will be put on hold while we reach a final decision. If the Head of Operations (Care Homes) upholds the manager's decision, the notice period will start again from where it had stopped. For example, if you were to appeal on day 14 of the notice period, and the manager's decision was upheld, you would then have 14 days of notice left before you would have to leave the home.
- 9.17 Once we have considered your appeal, if you are not satisfied with the outcome or the way we handled it, you can complain to the Local Government and Social Care Ombudsman and ask for an independent review.

e) If you die while living at the home

- 9.18 We understand that your representative or family (or both) will need access to your room for a short period after you die to pack up and remove your possessions. We allow a period of up to three days for them to do this.
- 9.19 If your representative or family can empty your room before the end of the three-day period and we can use the room for another resident, we will reduce the fees due for this period to take account of any payments we receive from the new resident for that period.
- 9.20 We will continue to charge our fees for the period during which your possessions remain in your room, which can be up to 10 days from the date of your death. After this time, this agreement will automatically end. However, your representative can write to us to ask to extend this period if they need more time to remove your possessions.
- 9.21 If you have paid your fees in advance by direct debit, you have made an overpayment or we are holding money on your behalf for any other reason, we will take any amounts you owe us from this and pay the rest to your estate within 28 days of your death, or as soon as your estate is in a position to accept the money if this is later.

9. Leaving the home

f) Your uncollected possessions

- 9.22 If you leave your possessions in your room after this agreement ends or after the end of your notice period, we have the right to charge you for the room until all your possessions are removed. If the local authority or the NHS pays for your care, this charge is limited to three days. If you are a self-funded resident, this charge is limited to 10 days.
- 9.23 If your possessions are still in your room 10 days after this agreement ends, the end of your notice period or your death (whichever applies), we have the right to clear your room and put your possessions into storage, unless we have agreed to allow more time to clear your room. We will charge you or your representative any reasonable costs we have to pay to remove and store your possessions.
- 9.24 If your possessions have not been collected after one month from the date this agreement ends, the end of your notice period or your death (whichever applies), we have the right to dispose of or sell them. In these circumstances, we will give you or your representative (as appropriate) 14 days' written notice that we intend to dispose of or sell your possessions. We will deduct our reasonable costs (including for removing, transporting, storing, disposing of or selling your possessions, and for unpaid fees and expenses) from any money we receive from selling your possessions, and return any remaining money to you or your representative (as appropriate) within 30 days of the sale.

10. Liability

- 10.1 We will provide our services to you with reasonable care and skill and maintain the standard of care required by law. We will not exclude or limit our liability to you if we fail to meet these standards (including if our negligence results in your death or personal injury, or loss of or damage to your personal possessions).
- 10.2 However, we will not be liable to you for any loss of or damage to your furniture or possessions which was not caused by our negligence or by something the home's staff or contractors have deliberately done or not done.
- 10.3 If you have not told us that one of your possessions is worth more than £500 to replace in line with clause 7.6, we will be liable up to the value of £500 for that item,



10. Liability

- 10.4 You will be liable to pay for our costs resulting from any loss or damage you cause to the home (including its grounds) whether this is caused deliberately or accidentally. This does not apply if the loss or damage was due to our negligence or by something the home's staff have deliberately done or not done.
- 10.5 You will not be liable for ordinary wear and tear resulting from using the home's furniture, fixtures and fittings.
- 10.6 We each have a responsibility to reduce the other's liability if this is possible. This includes making a claim under any insurance that you or we have arranged. If an insurance policy will cover the loss or damage being claimed, you or we (as appropriate) will only be liable for any amounts that are not covered by the insurance.

11. Insurance

- 11.1 We provide cover for your personal possessions up to a maximum value of £500 at any time. We do not provide insurance cover for cash. You will have to pay a £50 excess for each claim you make. For more details of our insurance cover, please speak to the manager or staff on reception.
- 11.2 You should arrange your own insurance for any personal possessions (such as furniture and things such as cash, credit cards, deeds, documents, dentures, mobile phones, laptops or hearing aids) with a value of more than £500 which you keep in the home.
- 11.3 Please tell us if any personal possession you bring into the home is worth £500 or more.

12. Complaints procedure

- 12.1 A copy of our complaints procedure leaflet is set out in schedule 3.



13. Data protection

- 13.1 Your privacy and personal information are important to us. We will deal with any personal information you provide us with in line with the law that applies and in line with our privacy statement (set out in schedule 4). Our privacy statement explains what personal information we collect from you, how and why we collect, store, use and share your information, your rights relating to your personal information and how to contact us if you have a question or complaint about how we use (or have used) your personal information.

14. Changing the terms of this agreement or your service

a) **Circumstances in which we can change the terms of this agreement or your services without your permission**

- 14.1 We may sometimes need to change the terms of this agreement or your service (for example, to improve it). This could include changing the amount you or the local authority pay in fees and expenses.

- 14.2 We do not need to get your permission to change the terms of this agreement or your service in the following circumstances.

- (g) A change to the law or to regulations that apply to care homes means we need to change the agreement or the home in a way which might affect your services, but this will not increase your fees.
- (h) We need to make a very minor change which will not affect the quality of your services or increase your fees.
- (i) We are making a change which will benefit residents of the home and will not increase your fees.
- (j) We are making a yearly increase in your fees in line with inflation (see clause 14.7).

If we make this type of change, we will give you at least 28 days' notice (unless we have to make the change immediately by law, in which case we will give you as much notice as possible).



14. Changing the terms of this agreement or your service

- 14.3 During the 28-day notice period referred to in clause 14.2, you can decide whether to accept the change to your agreement or whether to end this agreement (and leave the home).
- 14.4 If you decide to end this agreement because of a change we want to make in line with clause 14.2, we will return any fees and personal allowance you have paid but which we have not spent. We will do this within 28 days of you leaving the home and removing your personal possessions.
- 14.5 Please note that third-party service providers (for example, hairdressers) may make changes to their own charges without consulting us. However, we would expect them to tell you how much their services will cost before providing them to you. We are not responsible for charges made by third-party providers, so we cannot consult you about changes they want to make to their charges.

b) Exceptional circumstances in which we may change the terms of this agreement or your services

- 14.6 In exceptional circumstances outside our control, we may need to make a major unexpected change to this agreement in order to continue to provide our services to you. This could reduce your benefits or put you at a disadvantage. If this happens we will:
 - (k) give you at least six weeks' notice of the proposed change;
 - (l) consult you and your representative; and
 - (m) try to get your written permission before making the change.

If you do not agree to the change, you have the right to end this agreement without having to pay any extra charges. If you do this, we will return any fees and personal allowance you have paid but which we have not spent. We will do this within seven days of you leaving the home and removing your personal possessions.



14. Changing the terms of this agreement or your service

c) Changes to your fees

14.7 If you are or become a self-funded resident:

On 1 October each year, our standard fee will increase by an amount equal to the increase shown in the 'Consumer Prices Index including owner occupiers' housing costs' (CPIH) over the previous 12 months, plus a percentage increase of up to 5%. The precise percentage increase will be approved each year at meetings of both the Care Services Committee and the Finance Committee (subcommittees of the board of trustees). The most recent CPIH inflation rate will be used. When approving the increase, the members of the committees will consider the actual care costs over the last 12 months and our residents' best interests. We will give you and your representative at least 28 days' notice in writing showing the amount of any increase. The increase will take effect on 1 October unless, before that date, you give us 28 days' notice to end this agreement (in which case we will not charge you the increased fees). We also give this information in the section of our website that relates to care home fees. Your fee schedule includes an example of how your fees could change.

14.8 If the local authority are, or become, responsible for paying your fees:

- (n) The local authority will review and may amend your personal budget in April each year. This includes any contribution you are expected to make. They may want to carry out a new financial assessment, or you can ask them for one.
- (o) If our standard fees change, we will contact the local authority to find out if they will pay the extra cost or if a third party needs to make a top-up payment.

14.9 Unless clause 14.10 applies, your fees may increase or reduce at other times if an assessment carried out by qualified staff shows there has been a significant change in your care needs. If your needs have increased, we will consult you and your representative and involve you and, if relevant, the local authority in any decision to provide extra care. Following this consultation, if you are a self-funded resident at the time, we will give you 28 days' notice in writing before increasing your fees for this reason, unless your care needs have increased significantly and unexpectedly. If your care needs do increase significantly and unexpectedly, and we need to provide you with extra care or facilities at short notice, we will consult you and give you at least seven days' notice in writing of any increase in your fees. If your care needs have reduced, we will reduce your fees accordingly.

14. Changing the terms of this agreement or your service

- 14.10 In extreme circumstances, and if the home manager believes there is significant and immediate risk to your health which cannot be avoided in any other way, in order to maintain your safety we will adjust the level of care you receive without giving you notice of any increase in your fees. If you are a self-funded resident, we will charge you the revised fee from the date we change your care, but will immediately refund the fee increase if an independent review does not agree with our assessment. Wherever possible, we will consult you, your representative and, if relevant, the local authority about this. If you want to leave the home because of our assessment, you can end this agreement without giving us notice.
- 14.11 If we give you notice to increase your fees for the reasons set out in this clause 14, you have the following options.
- (p) You can do nothing, in which case your fees will increase on the date shown in our notice.
 - (q) You can give us notice to end this agreement. Unless clause 14.10 applies, if you are a self-funded resident, you will have 28 days from the date you give us notice (or seven days from that date if we have given you seven days' notice of the increase in your fees) to move out before your fees increase.
 - (r) You can ask for an independent review of our assessment of your care needs, your new fees (if you are a self-funded resident), or both. Unless clause 14.10 applies, we will suspend our notice period until the independent review is completed. If you are not happy with the outcome of the review, you can still tell us you want to leave by giving us notice (as explained in (b) above).
- 14.12 You are entitled to see details of the assessments we have relied on as part of the consultation and decision-making process.
- 14.13 Your fees may also increase or reduce if you ask to move to a different room for which different fees are charged. Please see clauses 8.3 and 8.4. For details of our current room rates, please see our website at www.britishlegion.org.uk/get-support/care-and-independent-living/our-care-homes or ask at reception.
- 14.14 We will update your fee schedule whenever necessary to reflect any changes made under this agreement.



15. General legal terms

- 15.1 If this agreement says you must give us notice in writing, you can give this notice in any one of the following ways.
- (s) Address your notice to the manager and hand it in at reception. (In this case you can assume your notice has been given at the time you handed it to the receptionist.)
 - (t) Email your notice to the manager. (In this case you can assume your notice has been given at the time you sent the email or, if you sent the email after 5pm, at 9am on the next working day.)
 - (u) Address your notice to the manager and send it by first-class post to the home. (In this case you can assume your notice has been given the next working day after you post it.)
- 15.2 If this agreement says we must give you notice in writing, if you are at the home, we will hand this notice to you in person (in which case we can assume our notice has been given at the time we handed it to you). If you are not at the home, we will either email the notice to you if you have given us an email address (in which case we can assume our notice has been given at the time we sent the email or, if we sent the email after 5pm, at 9am on the next working day) or send it by first-class post (in which case we can assume our notice has been given the next working day after we post it). We will also send a copy of any notice we give you to your representative (and guarantor, if you have one) by one of the same methods.
- 15.3 Only the people who have signed this agreement will have any rights under it. This agreement does not, and is not intended to, give any benefits to any other person as a result of the Contracts (Rights of Third Parties) Act 1999.
- 15.4 If any clause in this agreement is found to be illegal or invalid, or cannot be enforced, this will not affect the remainder of the agreement, which will continue to apply.
- 15.5 This agreement now makes up the entire contract between you and us, and replaces any promises, discussion or arrangements we may have made before you and we sign this agreement.
- 15.6 This agreement is governed by, and interpreted in line with, the laws of England and Wales. Any legal action in connection with this agreement will be dealt with by the English courts.

Schedule 1 – Details about your home

Location 1	Dunkirk Memorial House
Location ID	1-25654932
Address	Minehead Road Bishops Lydeard Taunton Somerset TA4 3BT
Phone	01823 432407
Number of approved places	90
Service type	Care home with nursing Provides long-term and respite nursing, personal care and dementia care for men and women (as long as they meet the eligibility criteria).
Service-user band	People aged 65 or over and those aged under 65 who have had an assessment which confirms they have care needs that can be met by the services provided at the home.
Regulated activities	<ol style="list-style-type: none"> 1. Accommodation for people who need nursing or personal care 2. Treatment of disease, disorder or injury
Manager	Anne Lewin
Manager ID	1-1734791699 Registered for regulated activities 1 and 2 above.
Email	DMHAdmin@britishlegion.org.uk



Location description

Dunkirk Memorial House is seven miles from Taunton on the Minehead Road (A358), near the village of Bishops Lydeard.

Accommodation: nursing and personal care

The residents' rooms are situated on two floors. There are two lifts and staircases to the upper floor. The 56 rooms (six double and 50 single) all have en-suite shower rooms. We use the double rooms for single residents unless two people linked by marriage, a partnership or a family bond ask to share a room. The rooms have TV, aerial and telephone points. There are extra 'assisted' bathrooms, plus toilets for residents, staff and visitors. All rooms are fully air-conditioned with individual controls. There is a nurse-call system in every bedroom and all public areas, and residents can also have a nurse-call neck pendant so they can call for help whenever they need it. We can adjust the height of the beds in every room. Some rooms have fixed ceiling hoists, and we also have a selection of floor-standing hoists. The ground floor has communal lounges with access to the gardens, a bar lounge, a chapel and a spacious dining area. There is a self-service café area for residents and visitors. We have a hairdressing salon and a small kitchen on the first floor. Residents and visitors can use this kitchen at any time. Smoking is not allowed in the public areas.

We have achieved beacon status for palliative and end-of-life care under the Gold Standards Framework.

Our extensive and beautifully landscaped gardens include two summer houses, a pond and a memorial garden. The gardens are accessible to wheelchairs.

Dunkirk Mews: dementia care

Dunkirk Mews is a purpose-built dementia-care wing, which we opened and registered in 2014. It provides 30 single en-suite rooms grouped in self-contained clusters of 10. Each cluster of rooms is built around an open-plan central core which has extra bathrooms, visitor facilities, communal areas (including a conservatory with access to the gardens), and accessible kitchens and lounges. The landscaped gardens and patio areas are fully accessible and secure.

Designed and built to best-practice standards for dementia care, the unit is single storey. It is separate from the main home, but there is easy access to the main building for the benefit of residents, visitors and staff. Dunkirk Mews has staff trained in supporting and caring for people living with dementia.

All areas of the home are fully accessible and well equipped with a wide range of aids, appliances and clinical resources to meet residents' needs.

A wide-ranging programme for managing and maintaining the facilities at Dunkirk Mews makes sure the environment is safe and fit for purpose.

The environment and services provided meet all laws that apply.

Schedule 2 – Your fee schedule

Description	Fee amount
Current standard fee – see the next page for more details and an example	£«Weekly_Rate1» per week
	Care level
Funded by: Client «FNC_Funder» CCG [Third-party top-up]	Nursing care «Client1» «FNC1» «Funder»
Extra charges (for example, £100 per week to upgrade from a single room to a double or triple room, if one is available)	Does not apply
Total fees per month, paid by direct debit	
28-day month	£«M_28_Days» per month (£«Client1» per week)
30-day month	£«M_30_Days» per month (£«Client1» per week)
31-day month	£«M_31_Days» per month (£«Client1» per week)
Your home will charge you direct if you choose to buy any of the following services or items.	
1.1 Chaperone services for trips or holidays you arrange privately	£15 per hour
1.2 Attending activities which are advertised as being 'paid for' and not covered by the amenity fund (for example, theatre visits)	Actual cost
1.3 Transport (for example, private taxi, ambulance fares)	Actual cost
1.4 A private phone line in your bedroom	To be paid direct to the supplier
1.5 Cable television and satellite charges (such as personal Sky subscriptions) in your bedroom	To be paid direct to the supplier
1.6 Phone calls	Prices set by the home
1.7 Items from the trolley shop	Actual cost
1.8 Items from the bar	Actual cost
1.9 Newspapers	Actual cost
1.10 Hairdresser services	Fee charged by the hairdresser
1.11 Chiropody services	Fee charged by the chiropodist, unless this cost is covered by the amenity fund
Value added tax (if any)	£

Schedule 2 – Your fee schedule

Changes to your fees

Our standard fee will increase each year under clause 14(c) of this agreement.

From 1 October 2021, your care fee will [be] [increase to] £«Client1» per week.

On 1 October each year, our standard fee will increase by an amount equal to the increase shown in the 'Consumer Prices Index including owner occupiers' housing costs' (CPIH) over the previous 12 months, plus a percentage increase of up to 5%. We will give you and your representative at least 28 days' notice in writing showing the amount of any increase. The increase will take effect on 1 October unless, before that date, you give us 28 days' notice to end this agreement (in which case we will not charge you the increased fees). We also give this information in the section of our website that relates to care home fees. See below for an example of how your fees could change.

Example

An example of how our fees may increase from 1 October 2021 is as follows.

Until 1 October 2021, the standard fee is £1,200 per week for residential care. On 1 October 2021, we will increase the standard fee by the total percentage fee increase (being the increase in CPIH + a percentage increase of up to 5%).

For example:

Increase in CPIH	Percentage increase (up to 5%)	Total percentage fee increase	Example fee
0.8%	3%	3.8%	£1,200 x 3.8% = £1,246
0.8%	5%	5.8%	£1,200 x 5.8% = £1,270
2.5%	2%	4.5%	£1,200 x 4.5% = £1,254
2.5%	4%	6.5%	£1,200 x 6.5% = £1,278

As a guide, our standard fee has increased by between 2% and 6% over the last five years (April 2016 to September 2020). Our standard fee increased by 4.8% from October 2020 to September 2021 (the June 2020 CPIH of 0.8% + 4%).



Schedule 3 – Complaints procedure leaflet

Please see the enclosed separate complaints leaflet.

SAMPLE



Schedule 4 – Privacy statement

1. Introduction

We, The Royal British Legion, take your privacy very seriously. Please read this privacy statement carefully. It contains important information about how we collect and use personal information about you.

We collect, store, use and share your personal information in line with data-protection laws (including the Data Protection Act 2018 and the UK General Data Protection Regulation). We are responsible as a 'controller' of that personal information for the purposes of those laws.

2. Personal information we collect about you

We may collect and use:

- your name, contact details, date of birth and other details you provide in your application to become a permanent or respite resident or a day-care visitor;
- information about your representative (for example, your power of attorney) and details of your next of kin;
- billing information and fee payment history;
- other details about your preferences that you have told us and your interactions with us;
- details about your residency or the day-care services you receive; and
- any other personal information that you may give us from time to time.

Some of the personal information we collect and use may include 'special category' or 'sensitive' details about you, for example, information about your health, including any medication you are on and your care needs.

We need the personal information we collect and record to be able to provide services to you. If you do not provide the personal information we ask for, this may delay or prevent us from providing services to you.

3. Information about third parties

If you give us any personal information about other people, please make sure they know how we will use their personal information.



Schedule 4 – Privacy statement

4. How we collect your personal information

We will collect personal information direct from you, from your application form or in person.

However, we may also receive personal information about you from people who support you, your GP, other social care professionals or support services that may be involved in meeting your health and care needs, and the NHS trust or local authority that may be funding or providing your care or support.

5. How and why we use your personal information

We may use your personal information for the following purposes.

- To process your application
- To provide services to you and carry out any other obligations we have under our contract with you
- To record details about your residency, day-care services, health and well-being, and to share these details with others (as described in section 6 below)
- To enforce or defend any of our legal claims or rights
- Any other purpose required or allowed by law, by a regulatory authority or under any regulation or court order

Under data-protection law, we can only use your personal information if we have a proper reason for doing so, for example:

- if you have given us permission to use the information;
- to carry out our obligations under our contract with you or to do anything you have asked us to do before entering into a contract;
- for our legitimate interests (see below) or those of a third party;
- if we need to protect your (or someone else's) vital interests; or
- if we need to use the personal information to meet a legal obligation.



Schedule 4 – Privacy statement

A legitimate interest is when we have a business reason to use your information, and this reason is not overridden by your own rights and interests. Our legitimate interests include to make sure we can provide services, to manage your application and residency or day-care services, and to keep people who support you (and medical and social care professionals) aware of issues relating to you.

We need to have further justification for collecting, sharing and using sensitive personal information. We can only process this information in the following circumstances.

- If it is necessary for health or social care purposes
- If you have given us permission to use the information
- If we need the information in relation to legal claims
- If we need to protect your (or someone else's) vital interests and you are not capable of giving us permission to use the information

6. Who we share your personal information with

We will share your personal information with people who need to know it as part of our procedures to manage your care. This may include sharing it with:

- people who support you;
- your GP and other social care professionals or support services that may be involved in meeting your health and care needs; and
- the NHS trust or local authority that may be funding or providing your care or support.

We only allow our service providers to handle your personal information if we are satisfied they will take appropriate measures to protect it. We also include conditions in the contracts we have with service providers to make sure they can only use your personal information to provide services to us and to you.

We may share information with regulatory bodies and law-enforcement agencies to meet the obligations we have under any law and regulations that apply.

In all cases, we always try to make sure your personal information is safe and secure and is only used for purposes that are allowed by law, and in line with data-protection laws.



Schedule 4 – Privacy statement

7. How long we will keep your personal information

We will only keep your personal information for as long as is necessary for the purpose we collected it for. We will then destroy it securely.

8. Your rights

Under the UK General Data Protection Regulation (UK GDPR), you have the following rights.

- Right to be informed: we will tell you how we will use your personal information.
- Right of access: you can ask us for a copy of the information we hold about you, and we will provide this within one month.
- Right of rectification: you can ask us to update or amend the information we hold about you if it is wrong.
- Right to restrict processing: you can ask us to stop using your information.
- Right to be forgotten: you can ask us to remove your personal information from our records.
- Right to object: you can object to us processing your information in certain circumstances.
- Right to data portability: you can ask us to give you your personal information for your own purposes.
- Rights in relation to automated decision-making and profiling: you can ask not to have decisions relating to you based on automated processing.

If you would like to know more about your rights under data-protection laws, please see the Information Commissioner's Office website. If you would like to make a request relating to any of the above rights, please send this to us at The Data Protection Officer, The Royal British Legion, Haig House, 199 Borough High Street, London, SE1 1AA. Or email it to dataprotection@britishlegion.org.uk.

9. Transferring information outside the EEA

We do not transfer any of your personal information outside the United Kingdom or the European Union.



Schedule 4 – Privacy statement

10. Changes to this privacy statement

The terms of this privacy statement may change if we change the way we use your personal information. We will tell you if we make major changes.

SAMPLE



This agreement is between:

- (1) us, **The Royal British Legion**, of 199 Borough High Street, London, SE1 1AA, a charity established by Royal Charter and registered in England and Wales (charity number 219279); and
- (2) you, the **resident** named below, or your representative acting on your behalf
[; and]
- (3) your **guarantor** named below].

Signed by _____

for and behalf of Dunkirk Memorial House
The Royal British Legion

[Please choose the relevant signature clauses you need and delete any not used]

Signed by _____

Resident

Signed by _____

of

for and behalf of

Resident's representative

[If your guarantor is the same person as the representative, please have them sign both signature boxes]

Signed by _____

of

Guarantor

Date of this agreement:

