

**YEW TREE NURSING HOME**  
**RESIDENT AGREEMENT**

AN AGREEMENT dated                      (admission date)

between:

- (1)        ***THE RESIDENT***
  
- (2)        ***RESIDENT'S REPRESENTATIVE***
  
- (3)        ***YEW TREE NURSING HOME LIMITED***

**BACKGROUND**

We acknowledge the difficult decisions that have to be made prior to entering a nursing home. Moving into any new community brings challenges and opportunities. This Agreement simply serves to clarify the duties and responsibilities that affect all who are involved in the admission of a person to this Home.

The Agreement is not a tenancy and residents are defined, in legal terms, as a licensee.

For those residents receiving financial support from their Local Authority, there will be a separate Agreement between the Home and that Authority. This Agreement does not seek to alter the terms of residence stipulated by any Local Authority.

**EQUALITY & DIVERSITY**

This home is committed to achieving a working and living environment which provides equality of opportunity and freedom from discrimination. The aim of the home is to promote equal treatment for service users irrespective of race, colour, sexual orientation, nationality, ethnic origin, religion, political belief, disability, age, gender or marital status. This is managed in compliance with equal opportunities legislation and accepted codes of a good home. Any service users with questions or concerns about any type of discrimination in the home are encouraged to bring these issues to the attention of the home management.

**TERMS AGREED**

1.        ***Accommodation and Care***

Subject to payment of the monthly fees mentioned below the Company will provide to the Resident at the Home:

- 1.1 A single room with en-suite facilities
- 1.2 Food, light, heat, laundry and all necessary personal care as normally required by a Resident of a Residential/Nursing Home in a 24 hour period.
- 1.3 The aim will be to maintain choice and opportunities for and the independence of the Resident. The level of support provided will be determined according to the needs of the Resident which will be reviewed on a regular basis and recorded in a Care Plan.

## 2. **Fees**

- 2.1 The fees are payable monthly in advance except by prior arrangement with the Company. Any fees or other sums due from the Resident which remain unpaid 14 days after the due date shall bear interest at the rate of 2% above the base rate from time to time of Royal Bank of Scotland plc. The agreed Fee is detailed under Section 7.
- 2.2 The fees may only be increased by the Company giving to the Resident at least four weeks notice in writing (except that any increase in the level of state benefits received by the Resident may apply to the fees immediately). The fees will be reviewed annually on 1<sup>st</sup> April or, exceptionally, during the financial year. Any increase will be on account of inflation or as a result of the need to comply with Local Authority or statutory regulations coming into force after this Agreement.
- 2.3 If the Resident is admitted to hospital for longer than seven days the Company will retain the room on request for up to six weeks at the full rate and thereafter 80% of the weekly charge. Special arrangements can be made for longer periods of absence.
- 2.4 If the Resident leaves the Home without giving the required notice fees will be charged at the normal rate for the unexpired notice period.
- 2.5 In the event of the death of the Resident, fees will be charged to the end of the day of the death and not thereafter, or as agreed with the contracting local Authority if applicable.

2.6 Not included in the fees:

Personal Expenses  
High dependency care

3. ***Resident's Obligations***

- 3.1 To have all items of clothing and linen labelled with his or her name or by arrangement with the Home.
- 3.2 To allow the Company to take charge of and dispense all the Resident's prescribed medications but Residents will be encouraged to administer their own medication if capable.
- 3.3 Not to keep pets without the agreement of the Home Manager.
- 3.4 To permit the Company to inspect and ensure the safety of any electrical items brought into the Home by the Resident.
- 3.5 To acknowledge that the Company is not responsible for the safety of Residents who leave the Home other than under the direct supervision of a member of the staff of the Home.
- 3.6 To participate in an assessment of his or her needs and the development of a personal care plan.
- 3.7 To leave the Home on termination of this Agreement.
- 3.8 Under the Terms of Electricity at Work Regulations, portable electrical appliances ie: televisions, hairdryers, radios, etc are required to be tested annually. The Home will organise an outside contractor to carry this out on behalf of the Resident.

4. ***Company's Obligations***

- 4.1 To comply with the conditions of registration and maintain the Home at all times to the standard of care required by the registration authority.
- 4.2 To allow Residents as much personal freedom and autonomy as their abilities permit and only to restrict the movements of Residents for their personal safety or the safety of others or to the extent agreed in advance with the Resident.
- 4.3 To encourage the Resident to introduce items of personal furniture and memorabilia into his or her room. Soft furnishings must meet fire regulation standards.
- 4.4 On request to provide safekeeping for personal effects required to be brought into the Home if they are able to be stored in the safe.

- 4.5 To treat all information received in respect of the Resident as confidential.
- 4.6 Fully to respect the religious beliefs of the Resident.
- 4.7 No responsibility can be taken for general items of clothing and property. In instances where the Home has a safe, an emergency/temporary facility will be available for property to be received for 'safe keeping'.

5. ***Insurance***

Insurance cover is provided by the Company up to a maximum value of £500 for the personal effects (excluding cash) left in the Resident's room. The cover provided is standard perils, subject to a deduction for wear and tear and depreciation and an excess of £100. The Home Manager should be advised if the sum insured on general items is insufficient and in any event if any one item has a value in excess of £250. In the event that the sum insured is insufficient the Resident may effect additional personal insurance at their own expense.

6. ***Termination***

- 6.1 The first four weeks of admission shall be regarded as a trial period for the benefit of all parties, unless otherwise specified by the contracting Local Authority.
- 6.2 In the event of either the Resident or Company wishing to terminate this Agreement during or at the end of such period each party may give the other party one week's notice.
- 6.3 If not then terminated this Agreement shall continue in force until terminated by the death of the Resident or by giving four weeks notice in writing to terminate.
- 6.4 Upon the death of the Resident, the next of kin or personal representatives will be advised immediately. Assistance will be offered when making arrangements for the funeral and the tidying up of the Resident's personal effects. The final responsibility for such arrangements will be that of the next of kin or personal representatives.
- 6.5 The Company shall normally only give notice to terminate if:-
  - 6.5.1 the fees are not paid within 28 days of the due date, or when otherwise arranged with the company.
  - 6.5.2 having consulted the Resident and taken advice from appropriate health care professionals concerning the Resident's present and likely future needs the Company is no longer able to meet those needs, or
  - 6.5.3 having consulted the Resident the Company considers the circumstances or behaviour of the Resident to be seriously incompatible with the interests or the welfare of other residents.

- 6.6 In the circumstances described in 6.5.2 and 6.5.3 above, the Company may terminate this Agreement by giving one months notice in writing, or in the event of there being a serious risk to the health of the Resident, other residents or staff, immediate notice.
- 6.7 This Agreement may be terminated by or on behalf of the Resident without notice in the event of any serious or persistent breach by the Company of its terms or the Home ceasing to be registered.

7. ***Business Affairs***

- 7.1 The weekly fee agreed on admission is £  
of which: -
- Resident's Contribution £
- Next of Kin or Personal Representative's Contribution £
- SSD/PCT Contribution £
- 7.2 The next routine fee review will be on 1<sup>st</sup> April
- 7.3 The Next of Kin or Personal Representative undertakes to accede to the responsibilities of the Resident should physical or cognitive frailty preclude them from doing so themselves.

SIGNED by (on behalf of) the parties

.....  
Company

.....  
Resident

.....  
Resident's Next of Kin or  
Personal Representative