

THE LAWNS LTD

Terms and Conditions of Residence

Your Details (the "Client")

Full Name:

Date of Birth:

Date of Admission:

Room Number:

Local Authority ("LA"):

Your Representative: N.O.K . P.O.A.

Third Party**:

Address:

Address:

Email:

Admission Date:

Fees

Fees	Private Placement		Social Services Placement	
	Weekly contributions to be paid to us	£	Client's contribution	£
	£	Top up* paid by the Third Party	£	Your Client's contribution
	£	FNC	£	Top up* paid by the Third Party
Total weekly cost of your placement	£		£	

* Top Up is a payment for services and standards over and above the National Minimum Standards and Regulations under the Care Standards Act 2000.

** Third Party is a person or organisation who has agreed to contribute towards the weekly costs of the Client's placement by way of a Top Up. The Third Party may be Your Representative.

(The Lawns Limited is a Limited Company registered in England and Wales under number 04911771 whose registered office address is at The Lawns, 346 Bristol Road, Quedgeley, Gloucester, Gloucestershire GL2 4QW)

1. Introduction

Clients are accepted at The Lawns on the following terms and conditions. These terms and conditions form a legally binding agreement between you and The Lawns Limited ("The Lawns"). Prior to taking up your place, these terms shall be accepted by you and Your Representative (if applicable) by signing this agreement.

2. Needs Assessment

Prior to admission, we will ask you to undergo an assessment process to ensure that The Lawns can adequately meet your needs.

3. Trial Period

The first 6 months shall be regarded as a trial period for the benefit of both you and The Lawns which can be ended by either party at any time by giving 4 weeks notice.

4. Fees and Payment

- (i) Your fees are set out on page 1.
- (ii) Any fees due from you are payable in advance on the 1st day of each month.
- (iii) The Lawns may charge interest on any outstanding amount due at the rate of 2% above the base lending rate from time to time of the Bank of England accruing on a daily basis until payment is made whether before or after judgment.
- (iv) Your fees include the following:
 - (a) furnished accommodation in a single room;
 - (b) nursing care;
 - (c) meals and non-alcoholic beverages;
 - (d) 24 hour nursing care and attention on a non-exclusive basis;
 - (e) heating and lighting;
 - (f) use of the communal areas;
 - (g) laundry except dry cleaning or care of unusually delicate or valuable items.
- (v) Additional services such as dry cleaning, hairdressing, chiropody, newspapers, escort & transport fees for outings or hospital appointments may be provided for an additional charge which will be confirmed to you in advance on request.
- (vi) Fees are normally reviewed annually on 1st May each year with 4 weeks written notice being given of any increases. Review of fees will take into account your assessed needs at that time and other relevant factors such as staff costs, insurances, building maintenance and compliance with legal requirements. We may review your fees more frequently if your assessed needs change. If this occurs we will provide written justification for the increase.
- (vii) Any damage (which for the avoidance of doubt shall mean "beyond normal wear and tear") caused by you to your room or the communal areas, will give rise to an additional charge.

5. Guarantee

You, Your Representative and the Third Party (if applicable) will be jointly and severally responsible to pay all fees incurred by you under this Agreement. This means that The Lawns may at its sole discretion recover all or any of the sums owing under this Agreement from either you, Your Representative and/or the Third Party.

If your affairs are to be managed by the Court of Protection, Your Representative undertakes to accept responsibility for any debts accruing to The Lawns before and whilst your affairs are being processed by the Court.

6. Term

This agreement shall commence on the Admission Date and shall continue thereafter unless terminated in accordance with clause 15.

7. Information

The information provided by you (whether provided directly by you or by a third party) on admission must be true, accurate, up-to-date and complete. Failure to disclose any information that affects your care plan is a serious omission and forms a breach of this agreement. Please ensure that you fully disclosed your present, past medical history, treatment & any allergies or adverse reactions you have suffered. This information will be dealt with confidentially. We are unable to accept any responsibility for any events that occur if you fail to disclose key information.

8. Medication.

You must ensure that upon your first day at the Lawns you bring a copy of your repeat prescription so that we can ensure that our medication records are accurate. Wherever possible we wish to promote independence and would only administer medication if you were unable to do so safely yourself. If you wish us to administer medication to you we can only accept medications in the boxes or bottles dispensed by the pharmacist. Directions for administration must include name, dosage & route of administration. We are unable to accept medication without explicit directions. You must disclose to The Lawns all of the medications that you are taking whether brought into The Lawns by you or a third party. Failure to comply with these requirements forms a breach of residency.

9. Moving & Handling

In accordance with EEC & government regulations, if you require assistance to stand we will assess your moving and handling requirements. The Lawns has a standing hoist & will utilise this to ensure your safety & that of its staff. If you refuse to use a hoist we will work with you to find out why. We have two types of standing hoist and will endeavour to find one that you like. We do not purchase hoists until we have personally tried them & as part of our training all staff members experience what it is like to be hoisted. We do not have a non-weight bearing hoist at The Lawns and therefore are unable to move people who are non-weight bearing. Please note that our staff will not 'lift' people manually.

10. Smoking

We have a non-smoking policy. We do not allow smoking inside as we have oxygen on the premises. We have a designated smoking area outside.

11. Zero Tolerance Towards Aggression or Violence

We respect both our clients and staff & will not tolerate acts of aggressions (verbal or physical) towards others. We understand that physical disabilities can be frustrating and we will prevent acts of aggression by working with clients to promote a greater understanding of what upsets them and where possible try to reduce these incidences.

If you become verbally or physically aggressive we will take you to a quiet area to retain your control. We will leave you alone to calm down. If you display aggression repeatedly towards staff we will utilise anger management therapies and write a contract to identify correct behaviour towards staff and other clients. If this continues & no improvement is seen we may consider terminating your placement at The Lawns. This will be done in accordance with our notice period of 28 days.

12. Absences

The Lawns reserves the right to charge full fees (unless otherwise agreed) if you are absent from The Lawns for a period of time, whether in hospital or otherwise. In such circumstances, your room will be reserved for your exclusive use.

13. Variation of Accommodation

You will not be moved from your room to another bedroom unless:

- (i) Your assessed needs have changed and a change of room is necessary or appropriate; and / or
- (ii) You have requested the move and the proposed new room is appropriate for your needs; and / or
- (iii) You have been offered an alternative room, which is appropriate for your assessed needs, and you have expressed a preference for that room rather than your current room

and in all such cases, any change in the Fees has been provided for, and we have consulted and discussed the move with you, Your Representative, your GP, and relevant representatives from the LA (if applicable), and we have reasonably considered any views expressed.

14 Personal Belongings

You may bring personal possessions (including a reasonable selection of furniture to be placed in your room) to The Lawns. If any of your possessions are deemed by The Lawns to be defective or dangerous we may ask you to remove them.

No electrical appliances shall be used in The Lawns by you unless they have been approved and tested by The Lawns. You will be asked to remove any items which The Lawns considers unsafe.

You agree to be responsible for insuring to full replacement value all personal furniture and belongings brought into The Lawns. We shall not be responsible in any way for your cash, credit cards, cheques, certificates, bonds, deeds, documents or personal effects unless we have been negligent or fraudulent or breached this agreement. We will provide you with a lockable facility for valuables. It is your responsibility to ensure that this is used properly.

15. Termination

The Lawns may end your placement in the following circumstances:

- (i) on receipt of 28 days notice in writing from you that you wish to terminate your placement;
- (ii) on 28 days notice in writing if in the opinion of The Lawns, you are unduly disruptive, or are posing a threat to other clients, employees or staff of The Lawns in which case we will discuss our concerns with you, Your Representative and the LA (if applicable) and provided that you are not causing or unlikely to cause immediate harm, give you a reasonable opportunity to remedy the behaviour complained of. If you are posing an immediate threat The Lawns reserves the right to terminate this agreement with immediate effect;
- (iii) on 28 days notice in writing you persistently breach the rules of The Lawns;
- (iv) the inability of The Lawns to supply the level of care assessed as being required by you in which case at least 28 days notice will be given to you;
- (v) default by you in payment of the Fees in which case 28 days notice will be given to you;
- (vi) The Lawns closes or its registration is withdrawn.

In the circumstances set out above, the Fees will remain payable until you leave the room, or the room is cleared of the belongings, whichever is the latest, and therefore will be charged accordingly.

In the event of death of a Client, the room will be deemed as occupied until seven days after death, or until the room is cleared of the belongings, whichever is the greater length of time, and therefore will be charged accordingly. If the Client's relatives are unable to clear the room within the timescale above, The Lawns shall, if requested, store the Client's belongings for seven days. The Lawns shall make reasonable efforts to re-let the room and will refund or make adjustment for fees overpaid.

If any of the Client's personal belongings are still at The Lawns after one month of the termination of the agreement, we will not normally be able to continue holding them. The Lawns shall make reasonable efforts to notify Your Representative and/or the LA (as appropriate) but having made

such efforts if the items remain uncollected The Lawns may dispose of them in any lawful way it sees fit. If claimed within six years The Lawns will account to Your Representative for any money received for the items less its reasonable and lawful costs.

The termination of this agreement shall not affect the accrued rights of either party in respect of sums due and payable up and including the date on which this agreement terminates.

16. Limitation of liability

- (i) We shall not be liable for any loss, damages, costs, claims, demands, expenses or liabilities of whatsoever nature arising out the provision of the services under this agreement as a result of a breach by you, Your Representative or the Third Party of any term of this agreement and/or the rules and policies of The Lawns.
- (ii) Subject to paragraph (i) and except in respect of death or personal injury caused by our negligence, we shall not be liable to you or Your Representative whatsoever, for any loss of profit, or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our negligence or that of our employees or otherwise) which arise out of or in connection with the provision of the services to you.
- (iii) We shall not be responsible if there is any interruption to the services provided to you where the interruption arises due to events beyond our reasonable control, for instance because of fire, extreme weather conditions, strike, terrorist activity, or outbreak of an infectious disease. In such circumstances, we will offer all reasonable assistance and take all reasonable steps to ensure continuity of care for you.

17. Your legal capacity

- (i) Your care plan shall indicate whether you have, or appear to have, as at the date of this agreement, legal capacity to enter into the agreement and whether you have granted any form of power of attorney to another person.
- (ii) We will always assume that you have the capacity to make day to day decisions, unless there is clear evidence otherwise. We are not legally permitted simply to take the wishes of your Representative as being your wishes, unless your Representative has clear legal authority to make the decision in question.
- (iii) If you appear to lack capacity to make a particular routine decision about your day to day life at The Lawns (for instance, what to eat, what to wear, where to sit), we will make reasonable efforts to assist you to make the decision yourself. If this fails, we may make the decision on your behalf, taking into account all relevant factors such as your known preferences and views. The overriding test, however, will be your best interests.
- (iv) If a very significant decision needs to be made and it appears you lack the capacity to make the decision yourself, we may organise a multi-agency meeting (to which you and Your Representative will normally be invited) to try to come to a conclusion concerning capacity and, if appropriate, to make the relevant decision. In some cases, we may need to involve the Court of Protection.
- (v) If at any stage during this agreement it appears that you have lost legal capacity to manage your affairs or property, we shall promptly notify Your Representative in writing and it shall be their responsibility to ensure that an assessment of capacity is promptly carried out and an application to the Court of Protection considered and, if appropriate, made. If nobody else is willing or able to make such an application, we may do this and charge the cost in addition to your fees.

18. Complaints

We shall provide you with a copy of our Complaints Procedure. If you make a complaint, you should refer to the Complaints Procedure for guidance as to the appropriate course of action.

If for any reason you are dissatisfied with our response to your complaint, you should refer it to the Care Quality Commission, Citygate, Gallowgate, Newcastle upon Tyne NE1 4PA. Telephone Number 03000 616161, Fax Number 03000 616172 which is responsible for ensuring that standards in care homes are maintained.

19. General

We will keep records concerning your personal details as required by statutory regulation and any other personal information necessary to your proper care. This information will be kept confidential and safeguarded in accordance with data protection legislation.

Except as expressly provided by this agreement, no variation to this agreement shall be valid unless made in writing, notified to and agreed by all parties.

For your benefit, this agreement is intended to comply with the Unfair Terms in Consumer Contract Regulations 1999. If any words, phrases, clauses or parts of this agreement are found by a court to infringe those Regulations, they shall be ignored and the rest of the Contract shall stand.

This agreement is made in England and any dispute arising under it shall be governed exclusively by the laws of England and Wales.

SIGNED BY

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For and on behalf of **THE LAWNS LIMITED**

