



Terms and conditions of residency



Balhousie Care Group
sharing your care

www.balhousiecare.co.uk

Version 3/2020



Terms and conditions of residence

This document comprises the conditions of residence and the acceptance form, which together set out our obligations to you and your obligations to us.

1. Agreement

We agree to provide to you residential accommodation and certain services for which you agree to pay fees in accordance with these conditions.

Care Homes within Scotland are signed up to a Scotland wide contract by the convention of Scottish Local Authorities (COSLA) known as the "National Care Home Contract". This contract is to ensure that all residents that receive funding from their Local Authority have the same terms and conditions of residence.

To find out more about this contract please visit the following website: www.cosla.gov.uk

2. Duration

2.1 The length of your stay with us shall depend on whether it is a short term stay or a long term stay. The first six weeks of your stay shall be regarded as a trial period to ensure that the care home is suitable for you.

2.2 On admission, you shall be booked into the care home initially for a trial period. The trial period allows you and us to assess whether the care home is suitable to meet your needs. During the trial period either you or we may terminate your stay by giving seven days' written notice to the other party. You will be charged for the duration of your stay including any notice period you have to give in accordance with these conditions.

3. Representation

3.1 Before entering the care home you should appoint a person who will represent you if, at any time during your stay, you are unable or unwilling to represent yourself. This person will be known as the nominated representative and these conditions shall apply to the nominated representative in the same way that they apply to you.

3.2 A nominated representative may sign these conditions on your behalf but if he/she does so without legal authority then he/she shall be bound by these conditions personally.

3.3 If you become unable to represent yourself and a nominated representative is subsequently appointed, these conditions will apply to the nominated representative.

4. Payment terms

There are two types of payment terms:

- Where you intend to stay for four weeks or less (respite care) the daily terms in condition 4.1 shall apply.
- Where you intend to stay for more than four weeks the weekly terms in condition 4.2 shall apply (irrespective of whether your stay is terminated during your trial period).

In either case you shall be required to complete and sign these conditions. All sums payable under these conditions are exclusive of VAT and all other duties and taxes.

Generally, the services will be exempt from VAT. If VAT is payable it will be clearly identified on your invoice. For clarity the additional services referred to in condition 6.2 may be subject to a VAT charge.

4.1 Daily terms

- 4.1.1 You (or if applicable your nominated representative) shall pay in accordance with these conditions the daily fee stated on the acceptance form (which may be varied in accordance with these conditions).
- 4.1.2 We will not review the daily fee during the first four weeks of your short term stay unless, following a further assessment, your care needs are assessed as having changed. For stays of more than four weeks we reserve the right to review the daily fee at the end of the four week period following an assessment of your care needs. After the four week period, condition 4.2 shall apply and you shall be given one month's notice of any change to your fee rate.
- 4.1.3 Subject to condition 4.1.8, the daily fee is charged and payable for each day or part day of your stay and is payable in advance.
- 4.1.4 The daily fee is payable monthly. Payment is to be made by Direct Debit. Payment by any other method is to be agreed with the Finance Team based at our Head Office in Perth and will be subject to a £20 per month administration charge
- 4.1.5 You will receive an invoice for the whole of your short term stay (unless agreed otherwise). The invoice is payable as soon as you receive it.
- 4.1.6 We reserve the right to charge interest at a rate of 5% above the base rate of the Bank of England on any monies outstanding after the first day on which they become due.

- 4.1.7 In certain cases the daily fee is payable by a third party, for example by a medical insurance company. You accept that, irrespective of any arrangement made between you and a third party and/or us and a third party, you are directly responsible for the payment of the daily fee due to us. In the event of any delay in, or dispute over, payment by the third party, or where the third party payments do not cover the entire daily fee due to us, you shall make immediate payment to us of all monies due to us under these conditions.
- 4.1.8 If you wish to extend your stay, you may do so subject to room availability, payment of the daily fee being made in advance (up to and including the date of departure) and agreement with the care home manager.
- 4.1.9 In the event of your death, you will be charged for a minimum number of days after death as stated in the National Care Home Contract (excluding the date of death) with the understanding that the room is cleared and returned to its original condition. If the return of the room takes longer than the number of days charged, there will be an additional daily charge accordingly. If your nominated representative is unable to clear your room they must inform the care home manager. We reserve the right to charge a reasonable storage charge for any goods not removed from the care home within the days charged for after your death.
- 4.1.10 If, during your stay, you are absent from the care home for any reason (including holidays and hospital visits) your room will be reserved for you (unless you agree otherwise with us) and the daily fee shall be payable throughout the period of absence.
- 4.2 Weekly terms
- 4.2.1 You (or if applicable your nominated representative) shall pay in accordance with these conditions the weekly fee stated on the acceptance form (which may be varied in accordance with these conditions)
- 4.2.2 Subject to condition 4.2.5. the weekly fee is charged and payable for each week, or part of a week, of the stay and is payable in advance.
- 4.2.3 The amount of the weekly fee depends on the level of care required by you. We and/or the local authority shall assess the level of care required by you prior to your admission.
- 4.2.4 We may review the weekly fee annually or more frequently if your care needs change or if the costs we incur in providing your care increase. The costs of providing your care may change if, for example, there is a change in the law or taxation which has a financial impact on us. One month's notice shall be given to you of any changes to your weekly fee. If you wish to terminate your stay because you are not prepared to pay any increase in your weekly fee, you may serve notice to terminate your stay in accordance with condition 13.2. Provided that you give us four weeks' notice of termination within two weeks of receiving notification of the price increase you will not be charged the proposed increased weekly fee for the duration of your stay.
- 4.2.5 You will receive an invoice as soon as practicable after your admission. Unless agreed otherwise it shall cover the period from your admission up to the end of the calendar month following the date of your admission and is payable as soon as you receive it. Subsequent invoices shall be issued at either four-weekly or calendar monthly intervals, in advance, as specified on the acceptance form, and are payable within 7 days from the date of invoice. We shall give you one month's notice if there are any changes to the way in which the weekly fee is to be paid.
- 4.2.6 The weekly fee is payable monthly. Payment is to be made by Direct Debit. Payment by any other method is to be agreed with the Finance Team based at our Head Office in Perth.
- 4.2.7 We may charge interest at a rate of 5% above the base rate of the Bank of England on any monies outstanding after the first day on which they become due.
- 4.2.8 In certain cases the weekly fee is payable by a third party, for example by a medical insurance company. You accept that, irrespective of any arrangement made between you and a third party and/or us and a third party, you are directly responsible for the payment of the weekly fee due to us. In the event of any delay in, or dispute over, payment by the third party, or where the third party payments do not cover the entire weekly fee due to us, you shall make immediate payment to us of all monies due to us under these conditions.
- 4.2.9 In the event of your death, you will be charged for a minimum number of days after death as stated in the National Care Home Contract (excluding the date of death) with the understanding that the room is cleared and returned to its original condition. If the return of the room takes longer than the number of days charged, there will be an additional daily charge accordingly. If your nominated representative is unable to clear your room they must inform the care home manager. We reserve the right to charge a reasonable storage charge for any goods not removed from the care home within the days charged for after your death.
- 4.2.10 If you or your nominated representative anticipate any difficulty in the payment of fees on the due date, the matter should be discussed with the care home manager at the earliest opportunity.

5. Nursing/personal care contribution, medical and other related charges

- 5.1 You may, following application for and/or assessment, be entitled to a contribution towards the cost of your care. If you wish to claim a contribution, you must contact your local authority. We will assist you with your application if you require our assistance.
- 5.2 The authority shall generally pay the contribution, if payable, to us.
- 5.3 We agree that, as soon as practicable following the receipt of the contribution by us, we shall either credit the contribution to your account, or provide you with a refund of the amount overpaid, and we shall provide you with a statement which details the amount of the contribution and the date it was credited to you.
- 5.4 If the authority fails to pay a contribution to us which you believe is due and owing to you, it is not our Responsibility to pursue such contribution on your behalf. We shall, however, use all reasonable endeavors to secure payment of any contribution owing to you.
- 5.5 We will not, in anticipation of the contribution being payable or otherwise, reduce our daily fee or weekly fee, although we may charge you the daily fee or weekly fee net of the contribution.
- 5.6 If the authority claims a refund of the contribution because it has overpaid or paid in error, or otherwise incorrectly paid, we will advise you and where appropriate we will refund any monies inappropriately paid to us by the authority. Where we have not received such overpayment then it shall be your responsibility to refund the authority. If you fail to refund the authority when requested, we reserve the right to charge you for any monies due to the authority and to reimburse the authority accordingly.
- 5.7 You may request treatment if such is available through the authority. We shall not charge you for arranging the treatment. However, you shall be responsible for the payment of any charges or contributions payable in connection with the treatment.

6. Services

- 6.1 The daily fee and weekly fee are inclusive of:
 - Accommodation
 - Meals, which accommodate dietary needs and the provision of snacks and drinks thorough out the day.
 - Laundering of personal items (excluding dry cleaning)
 - Routine cleaning and decoration of rooms
 - The provision of care home staff on a 24-hour basis
 - Activities within the care home
 - Non-standard items included in the daily fee or weekly fee as stated on the acceptance form (if applicable)
 - Wi-Fi (where available)
- 6.2 The daily fee and weekly fee do not include the additional services listed below, unless included on the acceptance form:
 - Visitors' meals
 - Hairdressing
 - Private treatments including physiotherapy charges or chiropody charges
 - Private taxi fares
 - Escort duties (where you are escorted by a member of staff away from the home)
 - Any personal purchases including, but not limited to, newspapers, books, magazines, toiletries and gifts.
 - Specialist medical equipment not available at the home (and not available through the NHS).
 - TV License Costs

The additional services may be available for purchase at the care home. If so, the cost of any additional services shall be invoiced to you in arrears.

7. Residency

- 7.1 On admission, you shall be allocated a room, which you shall occupy as a bare licensee only. This means that you do not have the right to exclusive possession of any particular room or part of a room. Neither you nor we intend to create any relationship of landlord and tenant through these conditions or otherwise.
- 7.2 Our rooms are all well maintained and decorated with thorough regular cleaning schedules in place. In addition, the rooms have controllable heat and lighting and are lockable.
- 7.3 To assist the efficient running of the care home, or because of a change in your care needs, it may be necessary that you move room.

We reserve the right to move you to a different room at any time. Except in the case of an emergency, this shall occur only after prior discussions (to take place at least 10 days in advance of the proposed move) with you or your nominated representative.

If you are unhappy with the proposed move (either before the move or within 28 days after the move) then you may terminate your stay by giving us seven days' written notice in advance.
- 7.4 We shall not be responsible for you when you leave the care home unless a member of our staff accompanies you and that member of staff breaches any duty of care he or she may owe to you.
- 7.5 To assist with the safe and efficient running of the care home we ask that you observe fire drills and inspections and inform care staff when leaving care home.

8. Smoking and alcohol

- 8.1 Our homes are all smoke free zones. If you wish to smoke this is only permitted in outside designated smoking areas (where available)
- 8.2 You agree to comply with any health and safety rules as notified by the care home manager regarding smoking.
- 8.3 You may consume alcohol in accordance with any licensing restrictions at the care home. Any consumption of alcohol is at your risk and (except in relation to any negligence by us and/or our staff) we can accept no responsibility for any loss, damage or injury you may suffer as a result of alcohol consumption. Should there be concerns about the effects of alcohol use on an individual or others this will be reviewed in the personal support plans.

9. Personal pets

- 9.1 Our policy is that you shall not bring a domestic pet to stay at the Care Home. This does not preclude visitors bringing their pets with them during a visit with our agreement and the agreement of the other Residents.

10. Personal finances and belongings

- 10.1 We do not give advice in relation to your personal finances or the benefits to which you may be entitled. We recommend that you seek independent professional advice on these matters.
- 10.2 Care home staff cannot become an Executor in a will or receive gifts unless with prior agreement from Balhousie Care Group Chief Executive Officer.
- 10.3 We shall assist you by holding any personal allowance paid to you in a bank account at head office. You can be advised of your balance upon request. If the bank where the account is held pays interest, interest shall, be payable on your money held in the account. If you do not want us to assist you with your personal allowance then you must indicate this on your acceptance form.
- 10.4 You may bring into the care home such items of furniture and equipment as agreed with the care home manager. All such items must comply with current fire and health and safety regulations. Electrical heaters are not permitted for safety reasons and you must check all other electrical items for safety.
- 10.5 Your personal effects are brought into the care home at your own risk and (except in relation to negligence by us and/or our staff) we accept no liability for the loss of or damage to such effects and/or any loss and/or damage caused as a result of you bringing those personal effects into the care home. We strongly advise you and/or your Nominated representative to arrange your own insurance for your personal belongings and valuables.
- 10.6 We agree to provide a laundry service for your personal clothing which is machine washable (which does not include dry cleaning). We shall not be responsible for items of clothing, which are damaged or go missing in the normal process of laundering unless we are in breach of contract and/or have been negligent in providing the laundry service.
- 10.7 Every reasonable care is taken with residents' personal effects but you are requested not to keep sums of cash in excess of your immediate need or valuable removable items (especially jewellery) in your room or on your person. A safekeeping facility is available for the deposit of residents' small valuable items or cash. However, except in the case of our negligence we do not accept any liability for the safe keeping of such items.



11. Complaints

We aim to provide professional quality care at the appropriate level to meet your individual care needs in a secure, friendly and homely environment. Should a complaint arise, please refer to our complaints procedure, which is available in your home and from your Home Manager.



12. Confidentiality and data protection

12.1 Confidentiality: This is of paramount concern to us. We comply with data protection legislation and medical confidentiality guidelines.

Medical information shall be kept confidential. It shall only be disclosed to those involved with your treatment or care including your GP, your nominated representative and, if applicable, to any person or organisation who may be responsible for meeting your treatment expenses and The Scottish Commission for the Regulation of Care (or equivalent body) or its agents.

12.2 We do not make the names and addresses of residents or their families available to other organisations. Please see below for more information on this.

12.3 We will, on occasion, wish to keep you informed of products and services of other Balhousie which we consider may be of interest.

Please indicate on your acceptance form if you do not wish to receive such information.

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Please indicate on your acceptance form if you do not wish to receive such information.

12.5 We will respect your privacy and confidentiality and will only use your personal information as set out in our Privacy Policy. Our Privacy Policy explains what data we collect, how and why we use that data, as well as letting you know whether we will need to share your data with other parties (for example doctors or social workers). You can find our Privacy Policy on our website and we are happy to provide a copy upon request.



13. Termination

- 13.1 During your trial period you or we may terminate your stay by giving the other party seven days' written notice in advance. The daily fee is payable during the notice period.
- 13.2 If you are subject to weekly terms you may terminate your stay by giving, in advance, four weeks' written notice of termination to the care home manager unless we are in serious breach of these conditions in which case you may terminate by giving us seven days' written notice. The weekly fee is payable during these notice periods.
- 13.3 If you are subject to daily terms you may terminate your stay by giving, in advance, seven days' written notice of termination to the care home manager unless we are in serious breach of these conditions in which case you may terminate by giving immediate written notice. The daily fee is payable during these notice periods.
- 13.4 We may terminate your stay at any time by giving, in advance, four weeks' written notice to you if you are here on a long-term stay and seven days' written notice if you are here on a short-term stay.
- 13.5 We reserve the right to terminate your stay by giving you seven days' written notice (where appropriate and practical we will also notify an appropriate relative) where:
- (i) In our reasonable opinion your continued presence will have a serious detrimental effect on other residents or staff in the care home; or
 - (ii) The care home is unable to offer care because of a change in your care needs which we cannot meet; or
- (iii) Either your behaviour or the behaviour of any of your relatives or visitors is threatening and/or disruptive to either members of our staff or other residents; or
 - (iv) Where we reasonably believe that the health and safety of other residents or staff may be at risk (by either your conduct or the conduct of any of your visitors to the care home).
- 13.6 We reserve the right to retain all or some monies pre- paid as reasonable compensation for any reasonable losses caused by any breach of contract by you. However, provided that there is no breach of contract and all monies have been paid by you up to date, we shall ensure that any monies paid to us not due and owing will be promptly refunded to you.

We're proud to share and practice these core values every day:



Terms and conditions of residence acceptance form

1. Resident's details

Title:	Surname:
Forenames:	

2. Care home

Name of home:	Telephone no:
Address of home:	
	Postcode:

3. Nominated representative

Name			
Address			
			Postcode
Telephone no	Home:	Work:	Mobile:
Legal authority	<input type="checkbox"/> Yes <input type="checkbox"/> No (Please provide a copy of the Financial Powers for our records)		

4. Fees

Fee at date of admission: £	<input type="checkbox"/>	<input type="checkbox"/> per week
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5. Breakdown of fees

Gross weekly fee: £	
Fees payable by:	<input type="checkbox"/> resident <input type="checkbox"/> nominated representative
Placement Category:	<input type="checkbox"/> Nursing <input type="checkbox"/> Residential <input type="checkbox"/> Advanced Dementia <input type="checkbox"/> Other

6. Services to be included in the fee

- Accommodation • Activities within the care home • Laundering of personal items (excluding dry cleaning) • Meals
- Routine cleaning and decoration of rooms • The provision of care home staff on a 24 hour basis • Wi-Fi (where available)

7. Services to be excluded from the fee:

- Visitors' meals • Private treatments (including physiotherapy and chiropody charges)
- Any personal purchases, including but not limited to newspapers, books, magazines, toiletries and gifts
- Hairdressing • Private taxi fares • Escort duties
- Specialist medical equipment not available at the care home (and not available through the NHS)

8. General

- Fees to be payable by direct debit
- Alternative method of payment has been agreed with Balhousie Head Office
- You do not wish us to assist you with managing your personal allowance
- You are happy to be kept informed of products or services that may be of interest to you

9. Declaration

Resident

I confirm that I have fully read and understood the conditions of residence of Balhousie Care Limited prior to signature.

Signed:

Print name:

Date

Nominated representative

I acknowledge that by signing this acceptance form as nominated representative I will be personally liable to pay all monies due under Balhousie Care Limited conditions personally, unless I am acting for the resident with legal authority in which case I agree to pay promptly all monies due to Balhousie Care Limited from the resident's funds.

Signed:

Print name:

Date

On behalf of the Company

I can confirm that the Terms & Conditions are correct and in agreement with the Company's Policy and Procedure.

Signed:

Print name:

Date



Balhousie Care Group
sharing your care

Head Office

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Connect with us:



www.balhousiecare.co.uk