

STANDARD FORM OF CONTRACT

This Agreement between Cornelius House Limited ("The Provider") and ("The Resident") relates to the provision of residential care services provided by The Provider and the acceptance of the terms laid out in this agreement by The Resident

RESIDENCE AND PAYMENT OF FEES

1. Upon payment of the weekly charge (see 2) The Provider undertakes to provide food, light, heat, linen, laundry service and all reasonable personal care of the type typically provided by a Residential Care Home for the Elderly.
2. The weekly charge shall be paid monthly in advance to cover the services in 1. At the commencement of this agreement the relevant fee ie..... per week (£xxxxx per calendar month).
Fee are normally reviewed annually on April 1st. But where, due to government legislation, costs to The Provider are increased beyond his control, The Provider retains the right to increase fees at any time with 2 months' notice.
3. The Provider undertakes to maintain a standard of care as required by the CQC (Care Quality Commission -www.cqc.org.uk).
4. This Agreement shall continue in force until terminated by death of the Resident, or either party giving to the other four weeks written notice of termination.
Should the Resident leave the Home without giving the required notice in writing, payment in lieu at the normal weekly rate will be payable. (see 6)
5. Should the Resident at any time require hospital treatment, the Provider will retain the accommodation at the full rate for as long as is required.
6. In the event of the death of The Resident, any outstanding fees due shall be chargeable to The Resident's Estate or recoverable from the next of Kin or other representative.
Fees.
A charge will continue to be made until all personal effects of the Resident have been cleared, or two weeks after the date of death whichever is the later.
Conversely, any advance fees shall be refunded from the date after all the personal effects Have been cleared or two weeks after the date of death whichever is the later.
7. For the avoidance of doubt, The Provider will give notice under 4 above requiring the Resident to leave the Home under the following circumstances:
 - a. Non payment of fees
 - b. If, in the opinion of the Provider, they are unable to provide the degree of care and attention required by the Resident
 - c. Any circumstance or behaviour which The Provider feel may be seriously detrimental to the Home or the welfare of the other residents and staff.
8. The first four weeks of any admission shall be regarded as a trial period for the benefit of The Resident and The Proprietor. During this time the contract can be terminated without notice.

MEDICAL AND PERSONAL REQUIREMENTS

- 9. The Resident shall from his/her own resources provide medical requisites (other than medication by prescription), hairdressing, clothing, and other items of luxury or of a personal nature.
- 10. If the assessment identifies a need to administer medication; The Provider undertakes to order, take charge of and dispense all PRESCRIBED medication. The Resident undertakes to allow the Provider to do so and also undertake not to use any un-prescribed medication without the prior knowledge and approval of the Provider.
- 11. Where The Resident prefers to “self-medicate”, it is essential that the proper authorisation and liability waivers are completed and duly signed.

PERSONAL EFFECTS AND PERSONAL MOBILITY

- 12. The Resident is free to journey out alone. However, the Provider will not be responsible for the safety of the Resident outside of the Home.
- 13. All electrical items brought by The Resident on admission or during residency shall first be inspected as to their safety by The Provider before any use.
At the discretion of the Provider items of furniture may be brought in by The Resident subject to inspection as to condition and defects liable to render the article unsafe and unfit. Transportation, insurance and eventual removal of such items shall be The Resident’s responsibility or that of their Executors.

MICELLANEOUS

- 14. The Provider’s insurance policy covers personal effects to a maximum of £500 for each resident. If property of greater value is retained, and in particular jewellery, furniture and paintings etc. these must be covered by The Resident’s own insurance.
Although The Proprietor will ensure every care is taken to prevent losses, Residents are asked not to keep excessive sums of cash or valuable items in their rooms.
- 15. By signing this contract the Resident agrees to the use of any pictures taken of them for the purposes of promotional activity and display around the home.

THIS AGREEMENT SUPERCEDES ALL PREVIOUS AGREEMENTS

SIGNED: **Date:**
For and on behalf on The Provider

SIGNED: **Date:**
For and on behalf on The Resident