

Agreement for the Provision of Accommodation and Care Services at

[insert name of Home]

Agreement for Services

This document is an agreement for the provision of accommodation together with personal care [and nursing care] at [] Home ('the Home') [ADDRESS].

The Company is registered under the Health and Social Care Act 2008 as the provider carrying on regulated activities at the Home. The Company's principal office is Malhotra House, 7-9 Groat Market, Newcastle Upon Tyne, NE1 1UQ.

This Agreement sets out the respective rights and responsibilities of the Company; the staff and management at the Home; and the Client, the Client's Next of Kin or Representative, relating to the Resident's residence at the Home.

1. TERMS OF REFERENCE

In this Agreement and the Terms and Conditions which are set out in Schedule 1 and which are incorporated into this Agreement:

Where we refer to '**we**', '**us**' or '**the Company**' or to a similar expression, the reference is to the '**Company**' or '**Home**'.

Where we refer to '**Resident**', '**you**', '**your**' and '**yours**' the reference is to the person named who is to receive the accommodation, personal care and (where necessary) nursing care.

Where we refer to the '**the Client**', '**the Client's Power of Attorney**', '**the Client's Next of Kin**', '**the Client's Representative**' the reference is to Client who has entered into the Agreement for the Company to deliver care to the Resident.

2. PARTIES

2.1. This is an Agreement for services between:

(1) ('the **Client**' / 'the **Client's Power of Attorney**' / 'the **Client's Next of Kin**' / 'the **Client's Representative**')

and

(2) ('the **Company**')

For the provision of accommodation and care to:

..... ('the **Resident**').

- 2.2. If there is any change in the ownership or control of the Company or the Home (as defined above), the Client will be advised of the details and of any changes which may follow on from this.
- 2.3. If the Resident lacks mental capacity to enter into this Agreement and the Resident does not have a registered Power of Attorney this Agreement will be signed by the Resident's Next of Kin or Client's Representative ('the **Client**').
- 2.4. By signing this Agreement and in consideration for the services under this contract being provided by the Company to the Resident, the Client agrees to pay all fees due under this Agreement and to terminate this agreement in accordance with the Termination provisions set out in the Terms and Conditions.

3. EFFECTIVE DATE OF COMMENCEMENT

- 3.1. Unless otherwise stated herein, the effective date of this Agreement is the date of the Resident's admission to the Home.
- 3.2. This Agreement is required to be signed by the parties to it before the Resident's admission to the Home (or as soon as is reasonable practicable after admission and in any event within the first 24 hours following admission) as confirmation that the Client, accepts the Terms and Conditions of this Agreement. If for any reason the Resident is admitted into the Home before this document is signed, their admission will be taken by the Company as conduct sufficient by them to amount to acceptance of all of the Terms and Conditions contained within this document and any other document(s) incorporated within it.

4. TERMS AND CONDITIONS

- 4.1. The acceptance of a Resident to stay in a care home involves a special relationship where we are responsible for providing personal and (where necessary) nursing care. We value the personal quality of this relationship and do our utmost to ensure we provide a high standard of care and support.
- 4.2. Providing such care and support requires a complex building and a specialist staff team. Our financial costs are significant and hence we have to define the relationship in contractual terms. These Terms and Conditions are intended to protect the Client and us from any misunderstandings and are for our mutual benefit. It is a legal requirement under the Care Quality Commission (Registration) Regulations 2009 that there is a contract in place for people who live in our care home.
- 4.3. The Terms and Conditions for the Provision of Accommodation and Care Services in the Home are set out in full in Schedule 1. The Terms and Conditions are incorporated into and form part of this Agreement.

4.4. This document is very important as it constitutes a binding contract. You should therefore read both this Agreement and the incorporated Terms and Conditions very carefully as they are legally binding. We suggest that you seek independent legal advice as it is important that you have read and understood the Terms and Conditions prior to entering into this Agreement.

4.5. We bring your specific attention to the following key terms set out in the Terms and Conditions:

- Trial Period – Clause 5
- Fees – Clause 6
- Fee Reviews – Clause 7
- Additional Services – Clause 8
- Changes to Funding Arrangements -Clause 9
- Termination -Clause 10
- Deposit- Clause 11
- Insurance -Clause - 12
- Temporary Absence – Clause 18
- Complaints - Clause 20
- Variation - Clause 22.5

5. **FEES and SERVICES**

5.1. Following an assessment of your care needs the **Total Fee** that we will charge based on your current needs is £ [insert fee] per week.

5.2. The Statement of Fees (Appendix 1 to the Terms and Conditions) sets out how our fees have been calculated and any contributions that will be paid towards these fees by the NHS or other third party. The Statement of Fees also sets out the net amount that you will be required to pay. Whilst we may receive a contribution towards the total costs of fees payable you remain liable for the **Total Fee** set out in the Statement of Fees.

5.3. The Total Fee set out at paragraph 5.1 above can be varied by us on notice. Any changes will be made in accordance with the Terms and Conditions Clause 7.

Client's Agreement (Power of Attorney) /(Next of Kin/ (Representatives)

I confirm that I have received a copy of the Agreement, Terms and Conditions and Statement of Fees. I agree to pay such sums properly due to the Home on the due date and to observe the Terms and Conditions.

As the **Resident/Resident's Next of Kin/Resident's Representative** I confirm that I am responsible for and personally liable for the payment of fees due under this Agreement for the provisions of services to the Resident which I have agreed should be provided by the Company.

Signed by Client

Signature

Name

Relationship/Position.....
(Client/Power of Attorney/ Next of Kin/Representative)

Date

Address

.....

Contact Telephone

Contact Email

Signed on behalf of the Company

.....

Name

Position Date