

Signature Senior Lifestyle Assisted Living Care Agreement

Please be aware that this is a legal document. It contains the terms and obligations relating to Care Services provided to you. You should read it carefully to ensure that it contains everything you want to form part of this Agreement and nothing that you are not prepared to agree to. If you do not understand this Agreement or anything in it or its effect, it is strongly recommended you ask for it to be explained to you before you sign it. You might consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre. **Signing this Agreement will mean that you have agreed to abide by the provisions of it.**

The Agreement

This Agreement is between the provider named below (the “**Provider**”) and any of the following who enter into it: the Resident(s) named below (the “**Resident**”); any “**Third Party Contributor**” named below; and any “**Guarantor**” named below.

This Agreement comprises the following Agreement Particulars, the attached Terms and Conditions and the attached Schedules.

Under the terms of this Agreement, and in return for payment of the Fees under it, the Provider will provide to the Resident the following services:

- (i) the Care Services to be provided by the Provider as identified in the Care Plan from time to; and
- (ii) any Additional Services agreed between the Provider and the Resident, as varied from time to time.

Agreement Date	/ /
Resident's surname	[Resident surname]
Resident's first and middle names	[Resident forenames]
Resident's title	[Mr/Mrs/Miss/Ms/Dr/Rev/Other]
Resident's gender	[Male/Female]
Resident's date of birth	[Date of birth]
Home's name	Reigate Grange

Home's Address	FULL SITE ADDRESS								
Provider's name	LEGAL ENTITY NAME								
Provider's company registration number	NUMBER								
Provider's registered office address	LEGAL ENTITY REGISTERED ADDRESS								
Planned Move In Date	[Move in date]								
Suite no.	[Number]								
<p>Care Package Fee per week from the Actual Move In Date until increased or reduced following reviews in accordance with the Terms and Conditions (payable by Standing Order or Direct Debit in advance on or about the 4th day of each month)</p> <p>All payable by Resident unless stated otherwise* (and in each case a daily proportion of this fee for any part of a week)</p>	<table border="0"> <tr> <td>Care Package</td> <td>[Band]</td> </tr> <tr> <td>Total*</td> <td>£[0.00] per week</td> </tr> <tr> <td>Amount payable by Resident</td> <td>£ per week</td> </tr> <tr> <td>Contribution payable by Third Party Contributor</td> <td>£ per week</td> </tr> </table>	Care Package	[Band]	Total*	£[0.00] per week	Amount payable by Resident	£ per week	Contribution payable by Third Party Contributor	£ per week
Care Package	[Band]								
Total*	£[0.00] per week								
Amount payable by Resident	£ per week								
Contribution payable by Third Party Contributor	£ per week								
Responsibility for payment of Additional Fees for Additional Services	[Resident/Third Party Contributor]								
Property Affairs Attorney's surname	[PA Attorney surname]								
Property Affairs Attorney's first and middle names	[PA Attorney forenames]								
Property Affairs Attorney's address	[PA Attorney address]								
Personal Welfare Attorney's surname	[PW Attorney surname]								
Personal Welfare Attorney's first and middle names	[PW Attorney forenames]								
Personal Welfare Attorney's address	[PW Attorney address]								
Third Party Contributor's surname	[3 rd Party surname]								
Third Party Contributor's first and middle names	[3 rd Party forenames]								
Third Party Contributor's address	[3 rd Party address]								
Guarantor's surname	[Guarantor surname]								
Guarantor's first and middle names	[Guarantor forenames]								
Guarantor's address	[Guarantor address]								

Agreement by the Resident

By the Resident named above or his or her Attorney signing this Agreement, the Resident agrees:

1. to comply with the terms of this Agreement; and
2. to pay to the Provider the Fees, as stated in the Agreement Particulars above, and any increases to the Fees in accordance with the Terms and Conditions (with the exception of the Third Party Contributor contribution to the Fees as stated in the Agreement Particulars above).

Signed by or on behalf of Resident:

Date: _____

Name of Resident:

Signed by the Resident or on his or her behalf by the individual or individuals who have been appointed (i) as Attorney for the Resident under a registered Enduring Power of Attorney or a registered Lasting Power of Attorney for property and finances, or as Court Deputy for the Resident for property and finances; and (ii) as Attorney for the Resident under a registered Lasting Power of Attorney for health and welfare, or as Court Deputy for the Resident for health and welfare.

Signature of Witness:

Name of Witness:

—

Address of Witness:

—

Agreement by the Provider

The Provider named above in the Agreement Particulars agrees to comply with the terms of this Agreement.

Signed on behalf of the Provider:

Date: _____

Name:

Position:

Agreement by Third Party Contributor

In consideration of the Provider entering into this Agreement and accepting the Resident (as named above) into the Home, as the Third Party Contributor named in this Agreement:

1. I confirm that I have received a copy of this Agreement (including the Agreement Particulars above and the Terms and Conditions and Schedules attached); and
2. I agree to pay to the Provider the Third Party Contributor contributions to the Fees, as stated in the Agreement Particulars above, and any increases to the Fees in accordance with the Terms and Conditions attached and
3. if the Resident (as named above) has not entered into this Agreement because he or she lacks capacity to do so and has not arranged for duly appointed and empowered Attorneys/Court Deputies to enter into this Agreement on his or her behalf, I agree that:
 - a. in addition to paying the Third Party Contributor contributions to the Fees as provided in paragraph 2 above, I shall pay to the Provider all other Fees payable under this Agreement from time to time, including any increases to the Fees in accordance with the Terms and Conditions attached; and
 - b. I shall use my best endeavours to ensure that the Resident (as named above) complies with the terms of this Agreement as if he or she had entered into it.

Executed and delivered as a Deed by the Third Party Contributor named in this Agreement on the date stated below in the presence of a witness.

Signed by Third Party Contributor:

Date: _____

Name of Third Party Contributor:

—

Signature of Witness:

Name of Witness:

—

Address of Witness:

Agreement by Guarantor

I confirm that I have received a copy of the Agreement Particulars above and the attached Terms and Conditions and Schedules, which together form this Agreement.

In consideration of the Provider, entering into this Agreement and accepting the Resident (as named above) into the Home, I agree as principal obligor to be jointly and severally liable with such Resident (i.e. separately, in addition and to the same extent as such Resident) and with any other people (other than any Local Authority) who have agreed to pay sums to the Provider for such Resident as a Third Party Contributor (i.e. also separately, in addition and to the same extent as any such Third Party Contributor) for the payment to the Provider of:

- a) all the Fees, as amended from time to time in accordance with this Agreement; and
- a) all other sums due to the Provider under this Agreement that such Resident is liable to pay to the Provider at any time and all other sums due to the Provider under this Agreement that any such Third Party Contributor is liable to pay to the Provider at any time,

and that I will pay such sums to the Provider on demand by the Provider if they are overdue for payment by such Resident or such Third Party Contributor.

I agree that my obligations under this Agreement are not to be released by:

- a) any delay by the Provider in enforcing the payment of the Fees or any other terms of this Agreement or any time allowed by the Provider for their payment; or

- b) any legal limitation, immunity, disability, incapacity or other circumstances relating to the Resident, whether or not known to me; or
- c) any variation of the terms of this Agreement; or
- d) anything else which would have released me from my obligations under this Agreement whether by the variation of this Agreement or by the conduct of the parties.

Executed and delivered as a Deed by the Guarantor named in this Agreement on the date stated below in the presence of a witness.

Signed by Guarantor:

Date:

Name of Guarantor:

—

—

Signature of Witness:

Name of Witness:

—

—

Address of Witness:

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TERMS AND CONDITIONS

1. Definitions and Interpretation

- 1.1 References to clauses and schedules are references to clauses and schedules of this Agreement. The Schedules to this Agreement form part of this Agreement and shall be interpreted accordingly.
- 1.2 References to the Resident include his or her personal representatives following death.
- 1.3 Where two people are party to this Agreement as Resident, then obligations in this Agreement may be enforced against them jointly or against each of them individually.
- 1.4 In this Agreement, any words following the terms “**including**”, “**include**”, “**in particular**”, “**for example**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.6 The following definitions apply in this Agreement.

Actual Move In Date	The date on which the Resident takes Occupation of the Suite
Additional Fees	The fees payable by the Payer to the Provider for the provision of Additional Services as varied from time to time
Additional Services	The provision of additional care services for the Resident (excluding the services covered by the Care Services) agreed between the Provider and the Resident
Care Package Fee	The Care Package Fee stated in the Agreement Particulars as varied from time to time by reference to the Care Plan which is subject to review in accordance with clause 2 and clause 5.3 from time to time

Care Plan	The plan of care agreed between the Provider and the Resident by the date of this Agreement outlining the care needs and time required to provide the Care Services which may be varied from time to time in accordance with clause 2
Care Services	The services referred to in Schedule 1 as amended from time to time in accordance with this Agreement
Common Areas	Has the meaning in the Residence Agreement
Community	Has the meaning in the Residence Agreement
Fees	The Care Package Fee & the Additional Fees
Home	The Home identified in the Agreement Particulars
Home's Address	The address of the Home stated in the Agreement Particulars
Month	A calendar month
Occupation	Has the meaning in the Residence Agreement
Payer	<ul style="list-style-type: none"> (a) the Resident where the Resident is paying all Fees due under this Agreement; (b) the Third Party Contributor where such Third Party Contributor has agreed to pay all the Fees due under this Agreement; and (c) the Resident and the Third Party Contributor where such Third Party Contributor has agreed to pay part of the Fees due under this Agreement and the Resident is to pay the rest of the Fees due under this Agreement
Planned Move In Date	The Planned Move In Date stated in the Agreement Particulars
Provider	The Provider identified in the Agreement Particulars
Residence Agreement	A separate agreement for the provision of a licence to occupy a suite at the Home and certain non-care residence services and entered into by the parties to this Agreement, as amended from time to time

Resident	The Resident identified in the Agreement Particulars
Services	The Care Services and the Additional Services, in each case as amended from time to time in accordance with this Agreement
Suite	Has the meaning in the Residence Agreement
Third Party Contributor	The Third Party Contributor identified in the Agreement Particulars
Trial Period	28 calendar days from and including the Actual Move In Date.

2. **CARE SERVICES**

- 2.1 In exchange for the Care Package Fee, the Provider will provide the Care Services to the Resident, subject to all relevant laws, regulations and other mandatory requirements.
- 2.2 The Provider will review the Care Plan every two months, or whenever the Provider believes it is required to meet the needs of the Resident and may make periodic changes to the Care Services where the Provider believes it is appropriate. Where practicable, the Provider will give the Resident prior notice of any material changes to the Care Services or the time allocated to such Care Services and also, where practicable, the Provider will consult with the Resident prior to making any material changes to the Care Services, but where, in the Provider's opinion, the urgency of the Resident's care needs make it impractical to consult with the Resident before making the changes, the Provider will implement the changes without such consultation.
- 2.3 Revisions under **clause 2.2** to the Care Services received by the Resident may result in an alteration to the Care Package Fee charged. Any proposed alterations to the Care Package Fee resulting from changes to the Care Services received by the Resident:
- 2.3.1 will be notified to the Resident;
 - 2.3.2 will take effect, except as provided in **clause 2.4**, from the date stated in the notification (which date may be before the date of notification if, in the Provider's opinion, the urgency of the Resident's care needs make it impractical to notify beforehand) and irrespective of whether or not the Resident countersigns acknowledgement of such notice as required by this **clause 2.3**; and
 - 2.3.3 will be discussed with the Resident except where, in the Provider's

opinion, the urgency of the Resident's care needs make it impractical to discuss with the Resident before making the changes to the Care Services received by the Resident,

and, unless the Resident exercises his or her right of termination under **clause 2.4**, the Resident shall, after request on behalf of the Provider, countersign acknowledgement of the notice under this **clause 2.3**. If the Resident fails to countersign acknowledgement of such notice within 28 days of such request and does not exercise his or her right of termination under **clause 2.4**, the Resident will be deemed to have given such countersignature when requested.

- 2.4 After receiving notification of a change under **clause 2.2**, whether or not it includes a change to the Care Package Fee as referred to in **clause 2.3**, the Resident will have 28 days in which to terminate this Agreement by giving 28 days' written notice to the Provider and if the Resident gives such notice of termination and leaves the Home at the end of the period of such notice of termination, the relevant change notified under **clause 2.2**, and (as the case may be) **clause 2.3**, will not come into effect.

3. **ADDITIONAL SERVICES**

- 3.1 In exchange for the Additional Fees, the Provider will provide to the Resident the Additional Services agreed from time to time by the Resident and the Provider.
- 3.2 The Provider may add to, end the provision of, extend or make any alteration in the provision the Additional Services if the Provider reasonably considers that it is beneficial to do so for the better enjoyment of the Additional Services or the better management of the Community, the Common Areas or any other part of the Home. Where practicable, the Provider will give the Resident prior notice of any material changes to the Additional Services and also, where practicable, the Provider will consult with the Resident prior to making any material changes to the Additional Services.
- 3.3 After receiving notification of a change under **clause 3.2**, the Resident will have 28 days in which to terminate this Agreement by giving 28 days' written notice to the Provider and if the Resident gives such notice of termination and leaves the Home at the end of the period of such notice of termination, the relevant change notified under **clause 3.2** will not come into effect.

4. **Residence Agreement**

- 4.1 It is a requirement of this Agreement that the parties to it have also entered into a Residence Agreement.

5. THE FEES AND OTHER PAYMENTS

Payment timing

- 5.1 From the Actual Move In Date, the Payer shall pay to the Provider the Weekly Residence Fees and Additional Fees within 7 days following receipt of an invoice for them, or in the case of payments that are to be made by direct debit or standing order payment shall be made on or around the 4th day of each Month. The first invoice would usually be for the period to the next month end billing date.
- 5.2 Each Month's Weekly Residence Fees shall be in respect of the Month after which the invoice is issued and Additional Fees shall be invoiced in arrears.

Varying Fees

- 5.3 In addition to **clause 2.3**, the Provider shall have the right, after giving to the Resident not less than 28 days' notice of its intention to do so, to review and increase the Care Package Fee with effect on the 1st of January in every year, any such increases will usually be as a result of:
- 5.3.1 rising costs/prices affecting the Provider or the Home; and/or
 - 5.3.2 any additional care service provided to the Resident to the extent that it is not already covered by a change in the Care Package Fee under **clause 2.3**, and/or
 - 5.3.3 changes to statutory or regulatory requirements affecting the operating costs of the Provider or the Home.
- 5.4 The Additional Fees will be published from time to time by the Provider and will be available on request from the Home's reception. The Provider has the right from time to time to amend the Additional Fees as is reasonable in all the circumstances and will publish the changes at the Home.
- 5.5 After receiving notification of a change in Care Package Fees under **clause 5.3**, the Resident will have 28 days in which to terminate this Agreement by giving 28 days' written notice to the Provider and if the Resident gives such notice of termination and leaves the Home at the end of the period of such notice of termination, the relevant change in Care Package Fees under **clause 5.3** will not come into effect.

Interest for late payment

- 5.6 If the Payer does not pay all the Fees or other sums payable to the Provider under this Agreement within 14 days of the date on which they should have been paid, the Payer shall pay to the Provider on written demand interest on the amount not paid at the base rate from time to time of Barclays Bank plus four percent

calculated from the date on which payment should have been made to the date of actual payment, both dates inclusive.

Fees during absence from the Home

- 5.7 The Resident shall inform the Home Manager in writing in advance if the Resident expects to be absent from the Suite for a period exceeding 14 days.
- 5.8 During any time when the Resident is absent from the Home for a reason other than hospitalisation:
- 5.8.1 if the Resident has given to the Provider at least 28 days' written notice (a "**28 days' absence notice**") of being temporarily absent from the Home for reasons other than hospitalisation:
- (i) the Provider will continue to charge, and the Payer shall continue to pay, the Care Package Fee for a maximum period of 5 days beginning with the first day of absence from the Home; and
 - (ii) the Provider will recommence charging, and the Payer shall recommence paying, the Care Package Fee with effect from the earlier of (a) any date of return to the Home stated in the 28 days' absence notice and (b) the day the Resident actually returns to the Home; and
- 5.8.2 if the Resident has not given a 28 days' absence notice to the Provider, the Provider will continue to charge, and the Payer shall continue to pay, the Care Package Fee throughout the entire period of absence from the Home.
- 5.9 During any time when the Resident is absent from the Home because of hospitalisation that is planned, elective or otherwise non-emergency:
- 5.9.1 if the Resident has given to the Provider at least 28 days' written notice (a "**28 days' planned hospital absence notice**") of being temporarily absent from the Home because of hospitalisation that is planned, elective or otherwise non-emergency:
- (i) the Provider will continue to charge, and the Payer shall continue to pay, the Care Package Fee for a maximum period of 5 days beginning with the first day of absence from the Home; and
 - (ii) the Provider will recommence charging, and the Payer shall recommence paying, the Care Package Fee with effect from the earlier of (a) any date of return to the Home stated in the 28 days' planned hospital absence notice and (b) the day the Resident actually returns to the Home; and

- 5.9.2 if the Resident has not given a 28 days' planned hospital absence notice to the Provider, the Provider will continue to charge, and the Payer shall continue to pay, the Care Package Fee during such absence for whichever is the shorter of (i) the entire period of absence from the Home and (ii) 14 days beginning with the first day of absence from the Home.
- 5.10 During any time when the Resident is absent from the Home because of emergency hospitalisation, the Provider will continue to charge, and the Payer shall continue to pay, the Care Package Fee for a maximum period of 5 days beginning with the first day of absence from the Home.

Arrangements on death

- 5.11 In the event of the Resident's death:
- 5.11.1 the provision of the Care Services and charging of the Care Package Fee will cease immediately;
- 5.11.2 any outstanding Fees or other sums payable to the Provider, whether under this Agreement, the Residence Agreement or otherwise, will be charged to, and payable by, the Resident's estate (to the extent the Resident is the Payer) and the Third Party Contributor (to the extent any Third Party Contributor is the Payer); and
- 5.11.3 after deduction of any sums payable as referred to in this **clause 5.11** or otherwise due to the Provider, whether under this Agreement, the Residence Agreement or otherwise, any over-payment of Care Package Fee at death will be repaid on a daily pro rata basis to the Resident's estate after probate or administrative procedures have been completed, or if it was paid by a Third Party Contributor, will be repaid to such Third Party Contributor.

Local Authority Funding

- 5.12 If at any time the Resident's Local Authority has agreed to fund the Resident's residence in the Home but the Local Authority is proposing at any time to pay less than
- 5.12.1 the Weekly Residence Fee under the Residence Agreement for the Suite (and other items covered by that Weekly Residence Fee) that the Resident is occupying, or is going to occupy; plus
- 5.12.2 the Care Package Fee,
- the Resident must ensure that a Third Party Contributor, or (where lawful) the Resident, enters into an agreement with the Local Authority to pay the difference

as a third party top-up contribution (a “**Third Party Top-Up Contribution**”).

- 5.13 If the Resident or any Third Party Contributor requires any assistance with arrangements relating to Third Party Top-Up Contributions, the Provider strongly advises the Resident and any Third Party Contributor to discuss with the Resident’s allocated Local Authority Social Worker/Care Manager.

Funded Nursing Care Contributions

- 5.14 Where the Resident becomes entitled to receive a Funded Nursing care Contribution (“**FNC**”) payment from a Clinical Commissioning Group towards nursing care fees, the Resident shall to the extent possible direct that such FNC is paid directly to the Provider. If the Provider actually receives an FNC payment from a Clinical Commissioning Group towards nursing care fees for the Resident, the Provider will apply a credit note equal to the amount of such FNC payment the Provider actually receives against the Care Package Fee charged for the Resident, but the Payer will still be liable to pay the balance of the Care Package Fee. The Provider will, where practicable, inform the Payer as soon as is reasonably practicable, of any FNC to be paid by any Clinical Commissioning Group that the Provider is aware of. Any FNC payments that the Provider may be able to receive may change over time and the Provider will notify the Payer of any changes as soon as reasonably practicable after becoming aware of them.

NHS Continuing Health Care

- 5.15 If on or following admission to the Home the Resident is assessed as eligible for NHS ‘Continuing Health Care’ (“**CHC**”) funding from a Clinical Commissioning Group (“**CCG**”) (or other NHS body) for care to be provided by the Provider (“**CHC Care**”) and:

5.15.1 the Resident agrees to accept such CHC Care (the “**Agreed CHC Care**”) and that it will be funded by the CHC funding; and

5.15.2 the Provider agrees with such CCG (or other NHS body) to provide the Agreed CHC Care in return for payment of such CHC funding by such CCG (or other NHS body),

then for so long as such CCG (or other NHS body) pays such CHC funding to the Provider:

5.15.3 the only Care Services that the Provider provides to the Resident shall be the Agreed CHC Care except that the Provider shall also provide Additional Services agreed between the Resident and the Provider that do not fall within the services that are identified as the Agreed CHC Care; and

- 5.15.4 the Payer shall not be required to pay the Care Package Fee but shall be required to pay the Additional Fees for any Additional Services agreed between the Resident and the Provider that do not fall within the services that are identified as the Agreed CHC Care.

Cessation of Local Authority, FNC funding or CHC funding

- 5.16 If at any time Local Authority, FNC funding or CHC funding for the Resident ceases (whether for past or future residence at the Home), the Payer will be liable for the entirety of the Fees, except for amounts that the Local Authority, FNC funding or CHC funding has paid.

Trial Period Fees and termination

- 5.17 During the Trial Period, Fees will accrue on a daily basis. In the event that the Resident wishes to terminate this Agreement during the Trial Period, the Resident may do so by giving written notice which shall have immediate effect. Following termination any balance of the Care Package Fee relating, on a daily pro rata basis, to a period after the date the Resident leaves the Suite and the Home will be repaid by the Provider to the Payer.

6. GENERAL PRACTITIONER ("GP")

- 6.1 The Provider will register the Resident with the Provider's retained GP unless
- 6.1.1 the Resident notifies the Home prior to admission to the Home that he or she wishes to keep his or her own existing GP; and
- 6.1.2 such GP agrees to continue to be the Resident's GP; and
- 6.1.3 the Provider is satisfied, acting reasonably, that the services to be provided by such existing GP meet the requirements of the Provider.
- 6.2 References in this Agreement to the "**Resident's GP**" mean the one appointed by the Provider or the Resident (as the case may be) pursuant to **clause 6.1**.

7. MEDICINES

- 7.1 The Resident or, where appropriate, the Resident's GP, may request the Provider to take charge of and dispense all the Resident's prescribed medication. If, following an assessment by the Resident's GP, the Provider agrees that the Resident can retain and administer his or her own medicines if the Resident wishes to, the Resident must keep them in the lockable medication cupboard provided in the Resident's Suite and the Resident should ensure this remains locked whenever the Resident is not in the Suite.
- 7.2 Except in the case of negligence or breach of this Agreement by the Provider or

any of its agents or staff, the Provider shall not be liable for the misuse of medicines which are kept by the Resident.

8. LIABILITY

- 8.1 Subject to **clause 8.7**, the Provider will not be liable to the Resident in respect of any loss or damage caused by any failure, interruption or delay in the provision of the Services arising either from any cause or circumstance beyond the reasonable control of the Provider including mechanical breakdown, failure, malfunction, shortages of fuel or materials or labour disputes or from any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing of the systems used to provide the Services.
- 8.2 The Provider will use reasonable endeavours to minimise the period of failure interruption or delay in the provision of the Services where the reason for the failure interruption or delay is beyond its reasonable control.
- 8.3 The Provider shall provide the Services with reasonable skill and care, including the appointment of such service suppliers as it reasonably considers competent to perform the Services.
- 8.4 Subject to **clause 8.7**, the liability of the Provider to the Resident in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever under or in connection with this Agreement shall be limited to £5,000,000 in the aggregate or such greater sum as the Provider may notify the Resident from time to time
- 8.5 If the Provider fails to comply with this Agreement, the Provider is responsible for loss or damage the Resident suffers that is a foreseeable result of the Provider breaking this Agreement or the Provider failing to use reasonable care and skill but, subject to **clause 8.7**, the Provider is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Agreement was made, both the Provider and the Resident knew it might happen, for example, if the Resident discussed it with the Provider before this Agreement was entered into.
- 8.6 Subject to **clause 8.7**, the Provider will have no liability to the Resident for any claim relating directly to any failure to provide the Services unless the Resident gives the Provider written notice of the claim promptly and in any event within 12 months after the Resident becomes aware (or should reasonably have become aware) of the circumstances giving rise to the claim and gives the Provider such period as is reasonable in the circumstances, but at least 28 days (or such longer period as is agreed between the Provider and the Resident), following such notification in which to remedy the Services concerned.
- 8.7 Nothing in this Agreement will operate to exclude or restrict the Provider's liability

(if any) for:

- 8.7.1 death or personal injury resulting from negligence by the Provider or by the Provider's agents or staff; or
- 8.7.2 any breach of the obligations implied by section 17 of the Consumer Rights Act 2015 (*Trader to have right to supply the goods etc*); or
- 8.7.3 any breach of the obligations implied by section 49 of the Consumer Rights Act 2015 (*Service to be performed with reasonable skill and care*); or
- 8.7.4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- 8.7.5 fraud or fraudulent misrepresentation; or
- 8.7.6 any other matter for which it would be illegal or unlawful to limit or exclude, or attempt to limit or exclude, the Provider's liability.

9. **TERMINATION OF AGREEMENT**

- 9.1 The Resident shall have the right to terminate this Agreement at any time:
 - 9.1.1 by giving at least 28 days' written notice of termination to the Provider without needing any reason; or
 - 9.1.2 by giving at least 14 days' written notice of termination to the Provider after a material breach of this Agreement by the Provider has continued for at least 28 days after the Resident has notified the Provider in writing of the breach and required the Provider to remedy it.
- 9.2 The Provider shall have the right to terminate this Agreement by written notice to the Resident taking effect immediately if the Resident has not taken Occupation of the Suite within 28 days from and including the Planned Move In Date.
- 9.3 The Provider shall have the right to terminate this Agreement at any time:
 - 9.3.1 by giving at least 28 days' written notice of termination to the Resident without needing any reason; or
 - 9.3.2 by giving at least 14 days' written notice of termination to the Resident if any amount lawfully due to the Provider is not paid within 28 days after the Provider has given the Resident written notice that the payment is overdue and requesting payment; or
 - 9.3.3 by giving at least 14 days' written notice of termination to the Resident after a material breach of this Agreement by the Resident has continued

for at least 28 days after the Provider has notified the Resident in writing of the breach and required the Resident to remedy it.

9.4 The Provider shall have the right to terminate this Agreement at any time:

9.4.1 by giving written notice of termination to the Resident if, following a review of the Resident's health and care needs, in the Provider's opinion the Provider is no longer able to meet the Resident's physical and/or mental healthcare needs by the provision alone of the Services that it offers (and the Resident is able to receive) from time to time; or

9.4.2 by giving written notice of termination to the Resident if, in the Provider's opinion, the Resident is a danger either to himself or herself or others, whether by reason of medical condition, behaviour or otherwise, or the Resident's behaviour or that of any of the Resident's visitors is or could be detrimental to the welfare or peaceful enjoyment of other residents or to the welfare of the Provider's staff,

and in determining any notice period under this **clause 9.4**, the Provider shall take into account the length of time it will take to arrange alternative accommodation, provided that such notice period shall not exceed 28 days in any event.

9.5 The Provider shall have the right to terminate this Agreement by written notice with immediate effect if the Residence Agreement terminates and the Resident leaves the Home.

10. **LEAVING THE HOME, FEES AND REFUNDS FOLLOWING TERMINATION**

10.1 If this Agreement is terminated whether under any provision of this Agreement or otherwise:

10.1.1 on or before the termination date all sums due to the Provider, whether under this Agreement, the Residence Agreement or otherwise, which have not been paid must be paid to the Provider; and

10.1.2 the Resident and any Third Party Contributor will be charged, and must pay, any costs arising because of the Resident's failure to leave the Home (including, without limitation, for any care provided); and

10.1.3 all monies paid in advance which relate to the period after termination will be repaid to the Resident (or the Third Party Contributor to the extent the Third Party Contributor was the relevant Payer) after deduction of any monies properly owing to the Provider; and

10.1.4 if the Resident or a Third Party Contributor has paid Care Package Fees for a period in advance which extends beyond the date when the notice

of termination expires, provided that the Resident has left the Home and the Resident's Suite is cleared, the Resident, or such Third Party Contributor (as the case may be), shall be entitled to a pro-rata refund for the period from when the resident leaves the Home until the end of the period paid for in advance less any sums otherwise due to the Provider, whether under this Agreement, the Residence Agreement or otherwise.

- 10.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

11. REGULATOR AND COMPLAINTS

- 11.1 The Home is registered as a Care Home with the Care Quality Commission (CQC).

- 11.2 If the Resident has a complaint, the Provider has a complaints policy and procedure, which will be given to Resident when he or she takes up residence at the Home. If the Resident is not satisfied with the Provider's response to a complaint or a complaint is not resolved to the Resident's satisfaction by the Provider:

11.2.1 if the Resident or a Third Party Contributor pays all or part of the Fees, the Resident may refer his or her complaint to the Local Government Ombudsman (<http://www.lgo.org.uk/>); and

11.2.2 if a Local Authority pays all or part of the Fees, the Resident may refer his or her complaint to that Local Authority and, if the Resident is unhappy with the outcome of a complaint, the Resident may refer it to the Local Government Ombudsman (<http://www.lgo.org.uk/>).

12. NOTICES

- 12.1 Any notice to the Resident will be validly given if sent by post or hand delivered to the Resident. Notices sent by post will be deemed to be received forty-eight (48) hours after posting.
- 12.2 Any copy of a notice sent for information to (as applicable) any Guarantor or any Third Party Contributor, and any other correspondence to any such person, may be sent by first class post or hand delivered and, if posted, will be deemed to be received forty-eight (48) hours after posting.

13. OTHER IMPORTANT TERMS

- 13.1 If any part of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.

- 13.2 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 13.3 No failure or delay in exercising any of party's rights shall constitute a waiver of the same or any other of its rights by such party.
- 13.4 All sums due to from one party to another under this Agreement shall be paid without any legal or equitable set off, counter-claim or deduction except as required by law or expressly permitted under this Agreement.
- 13.5 All provisions of this Agreement shall be binding upon and shall enure for the benefit of the parties to this Agreement and their respective personal representatives and other successors in title.
- 13.6 Except as expressly set out in this Agreement, no remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy and each and every remedy will be cumulative and will be in addition to every other remedy given under this Agreement or existing at law or in equity, by statute or otherwise.

14. **GOVERNING LAW AND JURISDICTION**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

SCHEDULE 1

Care Services

- The care services to be delivered by the Provider pursuant to the Care Plan as determined and assessed from time to time pursuant to **clause 2**, provided that unless and until otherwise determined and assessed from time to time pursuant to **clause 2**, Care Package Band A will apply. Care Package Band A comprises up to 1 hour per day of a non-nurse carer or up to 30 minutes per day of a carer who is a nurse, or a proportionate blend thereof (for example, up to 30 minutes per day of a non-nurse carer plus up to 15 minutes per day of a carer who is a nurse)
- Care Staff available 24 hours a day
- Emergency call system in suites
- Activities as organised by the Provider's Activity Team
- Scheduled transportation arranged by the Provider in the Provider's minibus with wheelchair access
- Housekeeping services for infection control purposes which are more frequent or otherwise additional to those provided under the Residence Agreement, and provision of related cleaning materials
- Laundry services for infection control purposes which are more frequent or otherwise additional to those provided under the Residence Agreement