

Rapport Housing and Care

RESPITE RESIDENTIAL CARE LICENCE AGREEMENT

For Self-Funding Residents

This Agreement is between:

[] 'the resident' and Rapport Housing and Care, The Old Wharf, Station Road, Cuxton, Rochester, Kent, ME2 1AB.

for temporary accommodation and services to be provided at:

Name of Home: Dene Holm (the Home)
Address: Dene Holm, Dene Holm Road, Northfleet, Gravesend DA11 8JY
Telephone: 01474 567532
Email address: deneholm@rapporthc.co.uk

This Agreement will commence on [] and unless we agree otherwise in writing, your stay and this Agreement will end automatically on: [].

Sponsor Details:

Name: []
Address: []
Telephone: []
Email address: []

Unless you advise us otherwise we will send all correspondence in relation to the payment of fees and charges in relation to this agreement to your sponsor.

1 INTRODUCTION

This agreement seeks to clarify your rights and responsibilities together with those of the Organisation when you take up temporary residence in our Home for a period of respite care.

We consider periods of planned care of less than six weeks as short-term or respite care. We do not have a minimum period that we accept for respite care. Periods of planned respite care in excess of six weeks will be at the discretion of the Home Manager and subject to the approval of the Head of Care Operations.

So that everyone understands the terms that are used in this document guidance notes and other explanations are shown in Section 2.

You should make sure that you read and understand this agreement fully before signing it. If you have any questions about this document please contact the Home Manager who will be pleased to help you.

You and/or your sponsor should read and confirm that you accept the proposed terms of this agreement by signing Section 7. Two copies need to be signed. You should sign and date both, retaining one copy for yourself and returning the other to the Home Manager.

There are a number of sections within this agreement. Please make sure that you read and understand all of them as set out below:

Section 1	Introduction
Section 2	Notes and Explanations
Section 3	Terms of Agreement
Section 4	Additional Information about your Care
Section 5	Amenities and Other Facilities
Section 6	What is Provided
Section 7	Signed Section

Please note that all of the above Sections forms part of the whole agreement and should be regarded as such.

2 NOTES AND EXPLANATIONS

2.1 The Organisation

Rapport Housing and Care is a registered charity, a company limited by guarantee having no share capital and a registered social housing provider (also known as housing association). It will be referred to throughout this agreement as 'the Organisation', 'we', 'us' and / or 'our'.

2.2 Temporary Accommodation and care services

In return for you paying the Organisation the Charges detailed in Section 3 (and subject to you observing the terms of this agreement) the Organisation will provide you with:

- 2.2.1 private temporary living accommodation which will be occupied by you as a Licensee;
- 2.2.2 the benefit afforded by the facilities at the Home during the period of this agreement.

2.3 Facilities

The communal rooms and the garden at the Home as well as items of equipment intended to be available for use by the resident and all other residents alike. There may be other facilities provided in or at the home but these will be provided on the basis that any costs arising will be payable by the resident.

2.4 The Home

This refers to the Organisation's Home and premises referred to on page 1 of this document.

2.5 The Home Manager

The Home Manager is the person appointed by the Organisation to be responsible for the day-to-day running and administration of the Home.

2.6 The Charges

Details of the charges payable by you are set out in section 3.8 of this agreement. The Charges are payable in advance of your stay and prior to your admission to the Home.

2.7 Services

The services which the Organisation will seek to provide for the benefit of all residents in the Home, include cleaning, lighting and heating of all private and communal rooms, normal meals, washing of clothes and bed linen, personal care and support of residents to the extent that they are incapable of caring for themselves and care during periods of illness unless the Organisation is unable to provide the degree of care required by the resident.

2.8 Sponsor

A sponsor is a person who agrees to act as a point of contact to assist with the resolution of any financial matters arising as a result of the resident's non-payment of any amounts due to the Organisation in accordance with this agreement. Where a resident has nominated a sponsor, the sponsor will need to sign this agreement. Unless you advise us otherwise we will send all correspondence in relation to the payment of fees and charges in relation to this agreement to your sponsor.

2.9 The Offer

Under and subject to the provisions of this agreement and in return for the payment of the Charges which are payable by the resident, the Organisation is pleased to offer the services to the resident for the agreed length of your temporary stay.

2.10 Sponsor's Guarantee

In consideration of the Organisation agreeing to provide temporary accommodation and services to the resident, if the resident does not pay the amounts becoming due to the Organisation, the sponsor agrees to be a point of contact to assist with the resolution of any financial matters arising.

The sponsor undertakes to be responsible for the removal of the resident's effects when this agreement comes to an end.

2.11 Termination

Unless we agree otherwise in writing in accordance with section 3.7, your stay and this agreement will end automatically on the date as set out on page 1. Notice of termination can be given by either party as set out in section 3.10 of this agreement. If you leave us for any reason before the end date of a period of booked respite care and we are able to re-allocate your room to someone else before that end date, we will refund any payments that you have made for the period following re-allocation.

2.12 Gifts to Staff or Volunteers

Neither members of staff nor volunteers are permitted to accept individual gifts of any kind. If a resident wishes to acknowledge the care and attention provided by a member of staff or a volunteer they should discuss this with the Home Manager.

3 TERMS OF AGREEMENT

3.1 The Organisation

Rapport Housing and Care is

- 3.1.1 A registered charity (254140);
- 3.1.2 A company limited by guarantee having no share capital (number 908333);
- 3.1.3 A Registered Social Housing Provider (number H2362);

The Home is registered with the Care Quality Commission;

3.2 Provision of Care

We aim to provide support, companionship and a caring environment for people who are over 65 years of age. In certain circumstances, where a specific need is demonstrated, care may be given to those under this age.

3.3 Level of Care

- 3.3.1 We seek to provide you with the support and accommodation required to meet your personal and specific needs. During your stay at the Home you will be provided with your accommodation, all meals, lighting, heating, hot and cold water, laundry, cleaning and personal care as agreed.
- 3.3.2 In the event of sickness your normal care will be continued as appropriate with or without the assistance of a qualified medical practitioner. You will be responsible for any extra costs of providing care where:
 - you need personal care and attention above the level set by the Registration Authority
 - you require exceptional monitoring or supervision
 - additional or specialist care may be required

You will also be responsible for the costs of specialist equipment or treatment unless those costs are provided or funded by the NHS.

- 3.3.3 The level of care to be provided will be assessed by and will remain the responsibility of the Organisation and will be the result of care reviews entered into by agreement with you /or your Sponsor wherever possible. The Organisation will always endeavour to meet the care needs of each resident as long as doing so would not breach the terms of the Homes registration.

3.4 Communal Facilities

You will have reasonable use of all communal areas in your Home. These include the sitting rooms, dining rooms, and communal bathrooms, toilets and gardens. These rooms are furnished and maintained by the Organisation. Access may be restricted for necessary maintenance and redecoration or when they may be required for use by groups in connection with the work of the Organisation. Advance notice will be given of these events.

3.5 Your Room

- 3.5.1 You will have sole use of your room and you will have a right to occupy it as long as you comply with the conditions laid out in this agreement. Your right to live in the Home can only be ended under the circumstances detailed in this agreement.
- 3.5.2 In order to meet your personal care needs or to allow essential maintenance or improvements to be carried out, the Home Manager, in consultation with you and / or your Sponsor may discuss the possibility of a move to another room within the Home. Any such move can only be made with your consent (and you agree that you will not unreasonably withhold such consent). You must allow access to the room for the purpose of providing care or to inspect and carry out necessary works.
- 3.5.3 Your room is for your sole residential use and cannot be used to take lodgers or for any other non-residential purpose.
- 3.5.4 Your temporary residence in the Home does not give you a tenancy or an assured tenancy under the Housing Act 1998, neither does it create a relationship of Landlord and Tenant or create or imply any right to security of tenure. You will occupy the room you are allocated as a licensee.

3.6 Furniture & Fittings

- 3.6.1 Your room will have been decorated and part furnished to enable you to move in as soon as the agreement has been signed and a date set. It is acknowledged that you may wish to bring furniture and other personal items of your own and to personalise your room during your stay. This is always subject to approval by the Home Manager and provided that all Health and Safety Standards are met.
- 3.6.2 The basic furniture and fittings provided by the Organisation are set out in section 6 of this agreement. The final decision on what is brought in and on what is required remains with the Home Manager and it must be noted that nothing can be fixed or fastened to the walls during your temporary stay.

3.7 Extension of this agreement

3.7.1 This Licence Agreement will commence on the date as set out on page 1, and unless agreed in writing will end automatically on the date as set out on page 1. Agreement to extend your stay beyond the date set out on page 1 will be subject to:

- A request to do so being made to the Home Manager in advance of the end date,
- Charges for the extended period being paid in full before the start of the extended period,
- Confirmation in writing being given by the Organisation as to the period of extension and the rate, per night, to be charged.

3.7.2 Requests to extend an agreed period of respite care which will take the total length of your stay in the Home beyond a period of six weeks from the commencement date set out on page 1 will also require the prior approval of the Head of Care Operations.

3.8 Payments & Charges

3.8.1 The Charges payable by you are set out below and are payable in full in advance of your stay. Our referred method of payment is by card or bank transfer although we are also able to accept payment by cheque or cash.

3.8.2 You will be charged according to a rate of £ [] per week, or £ per night (for any periods of less than a week), for the period of respite care as set out on page 1. We reserve the right to review the amount to be charged per night for any extended period of respite care we agree to provide beyond that set out on page 1.

3.8.3 On occasions you may ask us to purchase personal items or services on your behalf which are not included within the Charges set out in 3.8.2 above. For example, you may ask us to purchase on your behalf personal items such as magazines, newspapers, or books, clothing, personal toiletries or to book external trips and activities or haircut or chiropody appointments, to provide just a few examples. If we purchase any of these items or services at your request you agree to reimburse us the costs at the end of each month or as otherwise agreed with us.

3.9 Absence from the Home

3.9.1 If you require a stay in hospital during a period of booked respite care the Organisation will ensure that your room is ready for your return. During the first two full weeks of absence your fees will continue to be payable in full. After that, your fees will be reduced by 20%. Should your hospital stay extend beyond the agreed end date of your stay at the Home, the agreement will cease from the agreed end date.

3.10 Ending this Agreement

3.10.1 Unless agreed otherwise in writing as set out in 3.7, this agreement will end automatically on the date set out on page 1. You may end this agreement

immediately by giving us written notice if we breach the terms of this agreement in any material way and we do not correct or fix the situation within 30 days of you asking us to do so in writing.

- 3.10.2 This agreement and your stay may also be terminated by us in the following circumstances, in which case we will endeavour to provide you with a minimum of one month's notice in writing (unless we reasonably consider a shorter notice period is appropriate in the circumstances):
- if the Organisation is unable to meet your care needs;
 - if a doctor advises us that you require care not offered by us;
 - if you demonstrate inappropriate or disruptive behaviour;
 - if we reasonably believe that your presence in the Home causes a risk to the health and safety of other residents in the Home, other staff or yourself;
 - in the event of grossly disruptive or violent behaviour by yourself or your guests or visitors;
 - if you materially breach the terms of this agreement; or
 - closure of the Home.
- 3.10.3 Before asking you to leave the home, we will make all reasonable efforts to address and manage any detrimental behaviour and consult with you and your representatives, to ensure you understand that a problem has arisen and are supported to behave in a different way.
- 3.10.4 If you leave us for any reason before the end date of a period of booked respite care and we are able to re-allocate your room to someone else before that end date, we will refund any payments that you have made for the period following re-allocation.
- 3.10.5 At the end of your stay, you, your sponsor, your relatives or representatives will be responsible for removing your personal effects from your room, returning all keys to the room and ensuring the room is left in a clean and tidy condition.
- 3.10.6 If any personal items are not removed from the room or the Home at the end of your stay we reserve the right to clear the room ourselves and/or store your personal effects elsewhere. If they have not been collected within 30 days after this date they shall be treated as being abandoned and we will be entitled to dispose of the items as we see fit. We will use reasonable endeavours to contact you to give you, or your sponsor one weeks written notice of our intention to dispose of your personal effects. If we decide to sell the items any proceeds will be used towards the residents' outings or donated to a charity of our choice. We reserve the right to recharge you the reasonable costs of removing and storing your personal effects if these cannot be stored within the home.
- 3.10.7 During the period from the end of your stay to disposal the Organisation will not be responsible for any loss or damage to your personal effects and possessions however caused.

3.11 Death of a Resident

- 3.11.1 In the event of the death of a resident during a period of booked respite care, the Home will do all it reasonably can to support the family and relatives are encouraged to seek advice from the Home on anything they are unsure about. The room will be locked and access given only to those having official authority. The room will only be opened to the Executor of the resident's Will or someone with his or her written authority. It must be noted that this may not be the person holding a Power of Attorney since this 'Power' ceases on the death of the resident nor will it necessarily be the 'Next of Kin'.
- 3.11.2 Personal effects, monies and belongings can only be released to the Executor or the authorised representative. The room should be cleared and returned within the end date agreed for the period of respite care. If we are able to re-allocate your room to someone else before that end date, we will refund any payments that you have made for the period following re-allocation.
- 3.11.3 Resident's personal monies remaining in the care of the Home at time of death will be recorded and paid in to the Organisation's bank account and released only to the Executor or on receipt of his written instructions.

4 ADDITIONAL INFORMATION ABOUT YOUR CARE

4.1 Data Protection

The Organisation may use any information you provide to us in the course of your occupancy for administration purposes and the provision of care services only. By providing this information you agree to the Organisation processing and storing it for these purposes. We will not disclose the information to any other person or organisation except in accordance with these purposes.

4.2 Your Rights

- 4.2.1 You have the same rights as any other Citizen in non-residential accommodation and you will not be denied opportunities to participate fully in the Community because you live in a Residential Home. Your rights as a voter will be respected and you will have the opportunity to take part in all activities within the Community and in the Home unless you choose not to. Your wishes will, at all times, be paramount.
- 4.2.2 The Organisation believes that all residents and their families have a right to be involved in decisions that may affect their care and the services provided in the Home and has established a process by which the views of all residents and their families can be heard.
- 4.2.3 The Organisation aims to ensure that you receive clear statements about the services provided by the Home together with other information to enable you and your family to become involved in decisions affecting the Home and to enable you to make positive choices about your life style.
- 4.2.4 The Organisation aims to provide services which are sensitive to the needs and wishes of all residents having regard to all ethnic, religious and cultural backgrounds.
- 4.2.5 Any information held about you is treated as confidential as is any matter you choose to discuss with the Home Manager or Staff and you have a right to see

any such information except in certain circumstances where that right does not exist in Law.

5 AMENITIES AND OTHER FACILITIES

5.1 Insurance

We adopt reasonable security measures at our Home and endeavour to provide a secure environment for all of our residents and their personal property.

In your room you will find a lockable drawer in which to secure any valuables which you decide to bring to the Home.

We provide personal contents insurance cover for all residents within the Home. The cover is arranged as part of our overall insurance portfolio payment for which is included as part of your weekly fee. The sum insured for each resident is £1,000 with this the most that insurers will pay for any individual claim, subject to a limit of:-

- (1) £500 for any single article away from the home
- (2) £1,000 for any single article, or collection, in respect of high risk items in the home
- (3) £500 for loss of money belonging to you at the home or whilst temporarily elsewhere

An excess of £50 will apply to each claim.

Please also note that the Organisation does not accept responsibility for our residents' personal possessions or valuables UNLESS the Home is directly and demonstrably responsible for its loss or destruction and, in any event, our liability will be limited to the value of our contents insurance of £1,000. For this reason, we advise all of our residents to arrange their own insurance in respect of any high value personal effects you bring into the Home.

5.2 Communicating with the Home

5.2.1 Communication is essential in any relationship but it is particularly important in the context of a residential home and provision of care. Relatives and sponsors should make a special effort to keep the Home advised of where they can be contacted and when they may be unavailable for any period of time. Relatives and sponsors are requested to avoid sending messages via the resident.

5.2.2 Wherever possible the Organisation requests that residents make their own hospital and other appointments including related transport arrangements. Relatives and sponsors are requested to check these arrangements and to accompany residents when at all possible. Where it is not possible the Home should be informed. A supplementary charge will need to be made where transport and escorts are provided by the Home.

5.2.3 In the event of an emergency the Organisation believes that a resident should be accompanied to hospital as they are being placed in a vulnerable and potentially frightening situation. Staff will advise relatives or sponsors as a matter of urgency and will agree arrangements for attending at the Hospital. Although every effort will be made to accompany the resident to hospital it should be recognised that the staffing requirements at the Home may make this impossible.

- 5.2.4 There may be occasions when you may wish to record dissatisfaction with the care and services that you receive or to suggest changes or improvements to our services or facilities. You are asked to discuss any issues informally with the Home Manager in the first instance to see whether they can be quickly resolved. If you are unhappy with the outcome of this process you should refer to The Organisation's Complaints Procedure which will be supplied to you with this agreement.
- 5.2.5 Every resident has a right to be consulted on any changes in care provision, services provided or changes to the facilities which may affect you. Changes are only proposed on the basis that they will benefit all existing and future residents and consultation is normally carried out through Residents and Relatives Meetings. Consultation may also take place with individual residents and you have the right to have any proposed changes set out for you verbally or in writing.
- 5.2.6 The Organisation welcomes the involvement of residents with the affairs of the Home and the Organisation itself and would be grateful if any resident who would be willing to participate in committees or groups would indicate this to their Home Manager.
- 5.2.7 Every resident also has a right to consultation where any changes are proposed to the terms of this agreement, to the policies of the Organisation and on any matters which may affect you in any way within your Home.

5.3 Health and Safety

- 5.3.1 The Organisation wishes all residents to live as independently as possible in their Home and undertakes to give as much freedom of choice as is possible. This may include activities which might have an element of personal risk and The Organisation has a legal responsibility to assess risks that may arise. Whilst not wishing to prevent a resident from freely following their own aspirations the Home Manager must undertake risk assessments to establish a balance between independent living, your own safety and the best interests of the Home itself.
- 5.3.2 All residents must comply with any health, safety or fire regulations issued by or imposed on the Organisation and must not do anything that could endanger the safety of other residents, staff, volunteers or visitors.

5.4 Repairs and Redecorations

- 5.4.1 The Organisation is responsible for keeping the buildings, communal areas and all services in good repair and in a clean and safe condition and it undertakes also to maintain the rooms in an acceptable state of decorative order.
- 5.4.2 The Organisation requests all residents, relatives and sponsors to advise the Home Manager if they are aware of anything that requires attention.

5.5 Noise, Nuisance, Harassment or Dispute

- 5.5.1 Residents or their guests or visitors must not cause a nuisance to other residents or their guests or visitors or to staff. They must not play radios, televisions or other equipment so loudly that it disturbs others.

- 5.5.2 Residents or their guests or visitors must not harass other residents, staff or visitors on grounds of race, colour, religion, disability or any other matter that may cause offence or distress or interfere with the peace and comfort of the Home.

6 WHAT IS PROVIDED

6.1 In the Home:

- Medical care by a local GP
- Clinical care team (district nurse)
- Personal and physical care by our carers
- Spiritual care
- Three meals a day, plus 24 hour snack menu, plus hot and cold drinks
- Laundry is all in house
- Daily activities such as bingo, quizzes, arts & crafts
- Communal lounges
- Private car park for visitors and staff

6.2 In your Room:-

- Bed
- Wardrobe
- Wash Basin
- Armchair
- Curtains
- Carpet/flooring
- Mirror
- Nurse call system
- En suite bathroom *

* Dependant on room chosen

7 SIGNED AGREEMENT

7.1 Agreement by Resident and Home

I agree that this agreement will take precedence over any previous agreement made between the parties, orally or in writing, and agree to abide by the terms and conditions set out in this agreement. I agree that no variation of the terms and conditions is permitted unless such variations have been previously agreed by the Home in writing. I also confirm that I have read and understood that this agreement consists of seven sections and that together they constitute the whole agreement

Signed.....
by or on behalf of the Resident

Dated.....

Signed.....
for Rapport Housing and Care

Position

Dated.....

7.2 Agreement by Sponsor

In the event of non-payment by the above named Resident I, the undersigned, agree to be a point of contact to assist with the resolution of any financial matters arising.

Signed.....

Name

Address.....

Dated.....

..