

**TERMS AND CONDITIONS OF RESIDENCE
AT
ST JOHN'S HOME, ST MARY'S ROAD, OXFORD**

St John's Home is registered as a residential care home by the Care Quality Commission, which is responsible for seeing that standards are maintained. The Home is not registered as a nursing home by the health authority.

The Proprietor/Owner of the Home is the Society of All Saints Sisters of the Poor.

1 INTRODUCTION

Residents are accepted on the following terms and conditions. Before taking up residence, a resident and his or her representative (if any) must signify acceptance by signing on the last page of these terms and conditions.

The Proprietor and resident agree that it is not the intention to create a relationship of landlord and tenant, and that legal possession and control of any room or rooms occupied by the resident remain vested in the Proprietor.

2 (a) 4 WEEK ASSESSMENT VISIT

The prospective resident should visit the Home initially for at least four weeks for a mutual assessment visit. During this time, should the resident or the Head of Home and staff decide that permanent residence would not be satisfactory, for whatever reason, the prospective resident is not accepted. The fees charged for the 4 week assessment period will be the normal residence fees charged in accordance with clause 5. Fees will be payable for the full 4 week period even if the prospective resident does not remain at the Home for the full period.

2. (b) 6 MONTH TRIAL PERIOD

The first six months after a resident enters the Home on a long-term basis is regarded as a trial period on both sides. Prospective residents and their relatives or representative should be aware that alternative arrangements would have to be made if a placement proved unsuitable. Irrevocable steps, such as selling a house, should not be taken until it is certain that the resident is going to stay, unless alternative accommodation is available. It should also be noted that a resident can chose to leave at any time, and equally the Home may ask the resident to leave, although every effort will be made to avoid this decision. The provisions of Clause 11 relating to notice or payment in lieu of notice will apply during this period.

3 PERMANENCE

Every endeavour is made to care for residents in the Home when they are ill and until they die, unless hospital admission becomes necessary.

4 RESERVATIONS AND DEPOSITS

Basic full fees are charged per week or any part of a week to hold a vacancy for a prospective resident, unless the room is occupied during that time. A room should not be expected to be held unoccupied for longer than three months.

5 FEES

Payment of fees

Fees are paid monthly in advance. Payment is to be made by banker's order, due on the 15th day of the month, covering the whole of that calendar month, and applies to full or part fee payments. The basic fee will be £550.00 per week for self-caring residents. If a greater degree of care is needed, which is provided by St John's Home, the fee will then be £680.00 or £780.00 per week, dependent upon the amount of care required.

We reserve the right to charge interest upon any monies not received on the due date(s) at a rate of 4% above the Base Rate of Barclay's Bank PLC

Accordingly, your fees will be £xxx.xx per week.

Review of fees

Fees are reviewed annually in April each year. One month's notice of increase of fees will be given in writing to the resident or the resident's representative.

Absence fees

Full fees remain payable whilst any possessions are left in the room.

6 RESPONSIBILITY FOR PAYMENT

The resident and/or the representative should both sign the agreement, but (subject to the provisions of Clause 8) liability for payment of all fees, charges and extras under this Agreement rests with the resident and not the representative.

6 RESPONSIBILITY FOR PAYMENT contd...

If the resident's affairs are dealt with by a representative either under a Power of Attorney or through the Court of Protection, the representative must deal with all procedural matters relating to the Power of Attorney or the Court of Protection application, and with payment of all sums due under this Agreement, as expeditiously as possible.

If the resident's resources become sufficiently depleted, then the Local Authority may pay or contribute towards the fees for residence in the Home, although payment by the Local Authority will not in general cover the full fees referred to in Clause 5. Under these circumstances, the resident may continue in the Home, but it is hoped that the representative will be willing (if able) to pay the shortfall.

7 SERVICES COVERED BY FEES

Fees cover the provision of accommodation, furnished if necessary, together with light, heat and all meals, beverages, normal washing and ironing of machine washable clothing and linen, cleaning of rooms and help with personal needs if required. Our fees also cover the services of our physiotherapist who visits the Home twice weekly to visit residents, as required.

8 EXTRA SERVICES

Fees do not cover personal items such as clothing, toilet requisites, stationery, dry cleaning, hairdressing, chiropody and newspapers, and other items such as spectacles, hearing aids and batteries. These are paid for by the resident. If visitors are invited by the resident to stay for meals, there is a charge made for each meal consumed by each visitor.

Residents may have a television in their room. A concessionary television licence applies in the Home and residents are required to pay a proportion of the fee if they are aged 74 and under. Residents may also have a telephone installed in their room at their own expense, although a payphone is available on the main corridor.

If any extra services are supplied at the request of the resident's representative, then the representative will be liable for payment of these extra services.

9 **BENEFITS**

The administrative staff co-operate with a resident or representative in applying for benefits or other allowances.

10 **MOVING ROOMS**

Although every effort is made to accommodate a resident in the room of his or her choice, the Head of Home reserves the right to move a resident to another room within the Home, if this is necessary for medical, social or practical reasons. This is only done after consultation with the resident or their representative.

11. **TERMINATION OF AGREEMENT**

A resident who wishes to leave must give six weeks notice in writing to the Head of Home or pay the fees for that period in lieu of notice. Should the Head of Home consider (for whatever reasons) that it is inappropriate for the resident to continue in residence, the Head of Home, after consultation with the Proprietor, may give the resident or his or her representative six weeks notice in writing to terminate this agreement and to require the resident to leave the Home.

The Head of Home reserves the right to require the resident to leave the Home if, in the opinion of the Management Group or a qualified medical practitioner, the resident is not suitable on grounds of physical or mental health.

12 **USE OF FACILITIES**

All facilities of the Home, including the residents' dining room, lounge, bathrooms, gardens and other communal areas are available for unrestricted use by residents. If a resident is confused or for any reason needs to be protected, activity or access may be limited at the discretion of the senior staff.

Guidelines for the smooth running of the Home:-

- Residents are advised to carry some form of identification.
- There are no set visiting hours. Visitors are welcome at any time, but are asked to avoid mealtimes unless they have been invited to a meal.
- Visitors are encouraged to take residents out, although they must advise the person in charge that they intend to do so.

12 **USE OF FACILITIES contd**

We can accept no responsibility for the resident during such outings.

If a resident goes out for a day or goes away, the Head of Home should be informed.

- Residents expecting to be out after 9 pm should tell the senior staff on duty, in order to avoid unnecessary search and worry, and should report to the night staff on their return.
- The consent of the Head of Home is required before residents use their own electrical appliances, which should comply with BEAB standards. They are used at the resident's own risk. The Home is required annually to carry out safety checks on all electrical equipment in the Home.
- Visitors may only bring domestic pets into the Home with the permission of the Head of Home.
- Residents may keep small pets such as budgerigars, at the discretion of the Head of Home, but it is not possible for cats or dogs to be accepted.
- The use of alcohol is at the discretion of the individual resident.
- Residents are encouraged to go shopping, and if unable to manage this alone, arrangements are made for them to be accompanied, whenever possible.

13 **CLOTHING**

All laundry is done on the premises, and all clothing must be marked with name-tapes before a resident's admission to the Home. Clothing should be suitable for machine washing and drying. Whilst all care will be taken to look after personal laundry, the Home cannot normally be held responsible for accidental damage or loss. The Home does not accept responsibility for garments that are not machine-washable, or for dry cleaning, or for garments that are not labelled.

14 **PERSONAL POSSESSIONS, VALUABLES AND FURNITURE**

Residents are encouraged to bring their own personal possessions, including furniture. If, however, the furniture is defective (e.g. has woodworm) or is dangerous, in that it does not conform to current fire regulations, the

14 PERSONAL POSSESSIONS, VALUABLES AND FURNITURE contd ..

resident may be asked to remove it or have it removed. Curtains and other furnishings are required to be made of flame-retardant material in order to comply with fire regulations.

The personal possessions, valuables and money of residents are not insured by the Proprietor, and no responsibility whatever can be accepted by the Home for effects lost, stolen, damaged, destroyed or mislaid. Residents are therefore advised to make arrangements regarding the insurance of personal possessions if they so wish.

15 INSURANCE

The Home is insured by Norwich Union against all appropriate risks. Policy number: 23826867CBT GDCH04/2126.

Although it should be noted that the insurance does not cover residents' personal monies or possessions.

16 GRATUITIES AND GIFTS

Gratuities are not to be paid to individual members of staff, and they are not allowed to accept gifts from residents or their relatives, other than small token presents, without the consent of the Head of Home.

17 SMOKING

To comply with legislation, and for the safety and comfort of all, residents, visitors and staff may not smoke anywhere in the Home.

18 FIRE REGULATIONS

Residents and their visitors should familiarise themselves with the fire exits and the fire drill. The lifts should never be used in the event of a fire. Fire staircases from each floor should be used when possible in the event of a fire.

19 PROVISION OF CARE

The Home will provide the resident with care based on a range of assessments of his or her needs.

19. PROVISION OF CARE contd

This will be recorded in a Care Plan, which will be written specifically for the resident and their needs. We will endeavour to ensure that our procedures continue to meet those needs and they will be reviewed regularly with care professionals involved in the resident's care.

20 MEDICAL CARE

It is essential that a full medical report be submitted to the Head of Home by the resident's general practitioner before admission. Residents are registered at one of a number of local GP practices. The resident may choose which practice they wish to register with. However, if the resident has lived local to the Home, they will be able to retain their own doctor. In all cases the Head of Home must be informed, whether by the resident or the resident's doctor, of any changes in medication or care requirements.

21 MEDICINES

The Home is happy to administer a resident's medication if they so wish. Residents who are deemed able to retain and administer their own medicines are encouraged to do so.

22 LEGAL AND OTHER ADVICE AND CORRESPONDENCE

Residents who are unable to manage their own financial affairs, or who prefer not to do so, are advised to arrange for their solicitor, bank manager, accountant or next of kin to manage them on their behalf. The Bursar will handle, on request, a resident's personal money account to cover payments to hairdresser, chiropodist, newspapers and items from our "shop" by opening an internal account, where individual items are itemised with a running balance. With the exception of cash held in his safe, the total of all monies is held on a Bank account in St John's Home name, designated "Residents Account". All transactions, except those signed for by the resident, are signed for by two of St John's Home Management. Any interest accrued on the "Residents' Account" will be for the benefit of the residents as a group.

The Bursar is normally available for cash between 8.00am and 1.00pm Tuesday, Wednesday, Thursday and Friday.

Any notice or correspondence relating to this Agreement will be delivered to the resident at the Home unless other instructions are given.

23 **CONFIDENTIALITY**

All personal records relating to the resident, which are kept by the Home, will be kept strictly private and confidential. Under the Freedom of Information Act 2000, the resident is entitled to see such records should they wish to do so. No one else will be allowed to see the resident's personal records unless either the resident gives their permission for this, or if the person requesting information is a relevant care professional who has a valid reason.

24 **QUALITY ASSURANCE**

The Home operates a quality management system which has been designed to meet the requirements of Standard 33 of the National Minimum Standards and is reviewed regularly by the National Care Standards Commission. Our policies and procedures are based on current legislation affecting the Home and on best practice guidelines. We have produced a resident's welcome pack for the resident, and each resident will be given their own copy, which will provide information about the Home and how it is run. All our systems are designed to enhance the resident's quality of life and should at all times respect their privacy, independence, dignity and rights whilst offering them choice and fulfilment in their daily life.

25 **COMPLAINTS**

Suggestions and advice concerning the administration of the Home are welcomed. The following guidelines are offered as to ways of airing any problems or complaints that may arise.

Residents are encouraged in the first instance to discuss any problem with the Head of Home, who will deal with any complaint or grievance in strict confidence as far as possible. If it is easier, a resident may talk to a member of staff and ask for the matter to be reported to the Head of Home.

If any problem remains unresolved, the Sister responsible for St John's Home or the Leader of the Community of All Saints Sisters of the Poor may be approached to discuss any concerns.

In the event of a complaint not being satisfactorily resolved within the Home, the matter may be referred at any time to the Area Manager for Oxfordshire:

The Care Quality Commission
Citygate, Gallowgate, Newcastle upon Tyne, NE1 4PA
Tel: 03000 616161 E-mail: enquiries@cqc.org.uk

25 **COMPLAINTS contd.....**

In the unlikely event of there still not being a satisfactory outcome, the matter may, as a last resort, be referred to:-

The Ombudsman
21 Queen Anne's Gate
London SW1 9BU.

26 **DYING AND DEATH**

It is desirable that residents make known their wishes concerning burial or cremation by the time of their admission. They should also supply particulars of the person who, in the event of their death, will notify family and friends, and who will know if there is a Will and where it is to be found.

Wishes regarding the donation of a body or the donation of organs after death should be expressed in writing and given to the Head of Home or her Deputy, so they can work to observe the wishes of the resident. It should be noted that a resident can change their mind at any time and this instruction will then be destroyed.

Terminal care is given, if necessary, using the community nursing service, and when a resident is dying, every effort is made to support the relatives, the other residents and the staff. Spiritual ministrations are offered by the Sisters or a minister of religion, and residents are not left alone as death approaches.

Signature of Resident/Representative

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Date

Signature of Resident/Representative

.....

Date

Signature of Head of Home, St. John's Home

.....

Date

**SCHEDULE
TO**

**TERMS AND CONDITIONS OF RESIDENCE AT
ST JOHN'S HOME, ST MARY'S ROAD, OXFORD**

I understand that the aim of St. John's Home is to care for residents until the end of their lives. I acknowledge that if the resident's own resources become depleted and the Local Authority pays or contributes towards the fees for residence in the Home, payment by the Local Authority may not cover the full fees referred to in Clause 5.

Should these circumstances arise, I confirm that I am willing for the Home to approach me to discuss whether I might be able to agree to contribute towards the shortfall.

Signed.....

Dated.....

Signed.....

Dated.....

Signed.....

Dated.....