

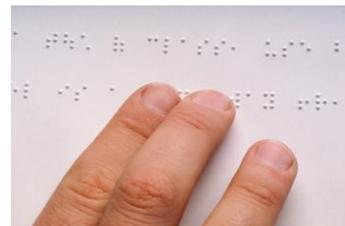
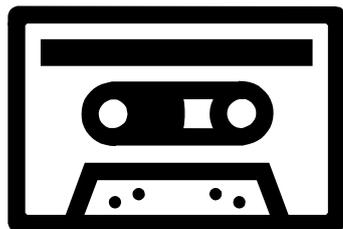
# ST RONANS

## Resident's Agreement

(A summary of our Terms and Conditions of Accommodation)

**Alternative formats are available on request:**

**Large print, other language, Braille, audio**



# ST RONANS

## Resident's Agreement

### INTRODUCTION

Jane and Floyd, the proprietors, and our senior team at St Ronans, have always regarded our care home as part of the community. We work with the local authority, hospitals, and GPs on the Clinical Commissioning Group to constantly improve care locally. We want it to be as much like a real home as possible, in fact, Jane's mum is one of our residents.

Visitors comment on our atmosphere of friendliness, approachability and openness, where everyone is treated and cared for as an individual, and where their rights are respected. This means, also, that our Resident's Agreement, Service User Guide, contracts and Terms and Conditions are bang up to date, and written in an accessible, commonsense style.

We've all seen those on-line terms and conditions, where you tick a box agreeing to a 70 page document, with something really important, in small print, on page 56! Well, for our summary, we believe we have extracted the most important elements to do with moving in, daily life, care and support, giving notice, grounds for termination, complaints and fees – plus a few other things. There should be no surprises.

(We do have a longer version, of course, which you may see on request, but this is full of bog-standard stuff for the lawyers, and looks the same as just about all other care home contracts. If you disagree, please let us know)

- Notes:
- a) 'You', 'your' etc in the text refers to you, the resident, or where appropriate, your representative.
  - b) 'We', 'us' etc in the text refers to St Ronans or the Providers.
  - c) If you are entitled to NHS funded nursing care, fees will be adjusted to reflect the amount paid to the home by the NHS.
  - d) Full versions of this or any documents mentioned can be obtained on request.

### MOVING IN

Living in a care home is not like owning or leasing a flat. It's a lot more like moving into and sharing a house with a good friend. Your 'friend', St Ronans, has to pay the bills, so she expects a regular contribution.

So, there is no tenancy agreement, nor interest in any land or buildings, and control of your room remains with the home. You are not able to give your room to someone else (though we will be more than happy if you recommend us to a friend!). Payment of the agreed charge will give you (non-exclusive) access to all the facilities of the home, and the use of sleeping accommodation in a single or shared room, as agreed.

Furthermore, we reserve the right to move a resident from one room to another within the home. Wherever possible, you will of course be consulted, and given 14 days' notice, and the reason for the move. If the move is not acceptable, you may terminate your agreement without penalty.

This 'good friend' also provides all meals, a laundry service, and all necessary personal, and, if agreed, nursing care, as outlined in a Care Plan. As you would expect, your room and the home will be kept clean, and will normally be kept adequately heated by day and night.

## **Shared Rooms**

If you decide on a shared room, please discuss this fully with Matron. Normally, there are no problems. The rooms are generally larger, and often residents prefer the companionship.

When a place becomes available in a shared room, then we reserve the right to introduce another resident to share the room. Should you choose not to share with this resident, then we reserve the right to charge you for single use of the room, please ask for charges.

You will then have the right to retain the room for single use or to move to a different room, subject to availability and ability to pay the necessary charge. You will also have the right to move to an acceptable single room if one is offered.

If you share a room and choose to move to a different room, you will be given the opportunity to do so, subject to the availability of an alternative room and your ability to pay the necessary charge.

If the arrangements described above with regard to shared rooms are not acceptable, you may terminate the agreement with no penalty.

## **Some Details**

- If, like most of us, you fancy the odd extra or luxury, you will have to pay separately for this. St Ronans can provide some of these, or help you obtain them for a small cost, which will be charged to your account.

Examples include homely remedies (other than prescribed medicines), hairdressing, chiropody, newspapers, clothing, toiletries and other items of a personal or luxury nature.

- By all means, personalise your room (talk to matron), however, we must test any electrical goods you wish to bring in.
- Likewise, furniture will be checked over for you to see if it is unsafe or unsuitable. You (or you representative/executor) are responsible for transportation, and eventual removal, although we can help you organise this.
- No care home's insurance can cover you for, and nor can we normally be responsible for, (unless there has been negligence, fraud or a breach of our agreement) any cash, credit cards, cheques, certificates, bonds, deeds, documents or personal effects. You are therefore advised not to keep jewellery, valuables or large sums of cash in the home.
- Furthermore, St Ronans does not handle personal monies or the financial/legal affairs of our residents. If you do not wish to do so, please arrange for responsible others to do so.

In the case of lack of capacity, we will deal only with the person to whom power of attorney, receivership, appointeeship or other forms of legal authority have been granted, or with the client who has signed this agreement on behalf of the resident.

- A laundry service is included at no extra cost. Please ensure all items have a clear name label, and only bring what clothing you will need.
- From time to time, of course, normal services may be interrupted due to events beyond our reasonable control. St Ronans shall not be liable for these unless there has been negligence or a breach of legal duty owed to the resident.

## **DAILY LIFE**

### **Communal Living**

Many of our residents lived on their own before moving into St Ronans. As with sharing a house with a friend, you may be the sort to spend most of your time in your 'own' room. You will have made it as homely as possible, and see little of others except for our wonderful carers and nurses.

However, you are still part of a small community. As in any sharing arrangement, we mostly succeed by "doing unto others as we would be done by."

## For example:

- Pay all bills, fees and charges, and on time.
- Do not harass, offend or make others feel uncomfortable because of their race, ethnic origin, religion, gender, sexual orientation, age or disability.
- Do not infringe others' rights or cause them physical harm.
- Do not be a 'noisy neighbour' in your room.
- Do not keep pets. Animals are allowed in the home, but we have a policy.
- Don't remove or change the fixtures and fittings in your room without consent.
- Do tell Matron about any unprescribed medications.
- Do your best to keep your room in a reasonable manner.
- Shops say "if you break it, it's yours!" Likewise, if you or visitors damage something, we expect you to pay for it.
- Smoking - To comply with legislation, smoking is only allowed in certain designated areas, and is risk-assessed.
- Food is part of your overall care package, and should be managed. St Ronans provides all meals, and snacks. Please inform Matron about any other food brought in. Even if such food is allowed, we cannot be liable for any illness, allergic reaction etc which it may cause.
- Our staff are not allowed to accept gifts, gratuities or bequests. Exceptional circumstances may, however, arise – please discuss these with Matron. A lovely way to express your thanks and appreciation, is to donate to our Residents' Welfare Fund. This is used to improve welfare, or the facilities and environment of the home. Alternatively, our staff will always love a box of chocolates!
- Generally speaking, you are free to come and go as you choose, and to live as full a life as you choose. However, as with a 'friend', you should inform us of your movements in and out. We cannot be responsible for such activities if unaccompanied by a member of staff, who may point out any risks involved, for which we may be absolved.
- St Ronans will normally consult you before making changes to policies and procedures which will have a substantial effect on you. Where reasonable, we will give 4 weeks' notice of such changes, and, should you object, you may terminate this agreement without penalty.
- Also, if we have to do any maintenance or repairs which could affect you, including redecorating your room, we will normally consult you, especially if you prefer to stay in your room whilst work is being done.
- On request, you may see the operational policies of the home. Of particular interest may be those to do with
  1. Involvement – you will be included, wherever possible, in decisions affecting your life.
  2. Visitors – you will be able to decide who visits you and when, subject only to any possible impact on other residents. We request your visitors do not visit during meal times.

3. Health and Safety – this policy only restricts your choices when necessary to ensure the safety of other residents, staff or the home.
4. Restraint – if you become unable to fully look after yourself, or you become a possible danger to yourself or others, a degree of supervision and protection may be required, and / or limits may be put on your personal freedom. This will be discussed fully with you and / or your advocate, and recorded in the care plan.
5. Next of kin – upon your death, we undertake to use all reasonable endeavours to contact your next of kin, or the person you have previously nominated.

## **CARE AND SUPPORT**

Care and support in St Ronans pays particular attention to confidentiality, and respect for your cultural and / or religious beliefs. As far as possible, we shall facilitate your following your beliefs. We do not discriminate on any reasonable grounds, eg race, ethnic origin, religion, gender, sexuality, age or disability.

You or your representative will be consulted about your care plan, and informed about what to expect on a day to day basis, and how we will meet your needs. Your care plan will be reviewed at least monthly.

St Ronans will take charge of your prescribed medication; however, where possible, you will be encouraged to self-administer. When this may be problematic, you will be helped and monitored with this during an agreed trial period. You also agree not to use unprescribed medicine without our knowledge.

We reserve the right to consult your GP if we consider it necessary. We also undertake to enlist relevant support, including the NHS, to provide a range of services and activities to help you achieve your physical, intellectual, emotional and social capacity. This may also be necessary to enable you to remain in the home, except where your GP recommends other arrangements.

## **GIVING NOTICE**

Moving in or out of a care home is a big decision, and we and you both need time to prepare and adjust; therefore:

### **For long-term residents**

The first four weeks of a long-term agreement shall be regarded as a trial period for the benefit of yourself, existing residents and us. During this period the agreement will be on a fixed term basis, one week at a time, renewable each week.

If you leave permanently during such a one-week period without giving notice, we reserve the right to charge for the balance of the remaining week as payment in

lieu of notice. If the accommodation is subsequently re-allocated during that period, a proper proportion of the charge shall be refunded.

If, after the trial period, you intend to leave permanently for any reason, four weeks' notice, or payment in lieu of notice, will be required. Where payment in lieu is accepted, and the accommodation is subsequently re-allocated during that period, a proper proportion of the charge shall be refunded.

### **For short-term residents**

If your stay is for six weeks or less, seven days' notice, or payment in lieu of notice will be required. Where payment in lieu is accepted, and the accommodation is subsequently re-allocated during that period, a proper proportion of the charge shall be refunded.

**All residency Agreements** shall continue in force until death, or by written notice given by either party before the date of termination. We reserve the right to charge, in full, for a period of 2 days after departure to allow time for any necessary clearing and cleaning of the room. This is also applicable upon death. Generally, in the event of departure or death, the resident's room should be cleared within 2 days.

## **GROUNDINGS FOR TERMINATION OF THE AGREEMENT**

If we consider you to be in default under any of the circumstances set out below (which is not intended to be an exhaustive list), we may give you written notice to leave the home:

1. failure to pay all charges;
2. serious breach of or failure to perform any condition of this agreement (eg, some of the 'communal living' requirements;
3. serious or repeated damage to property, fixtures or fittings in the Home;
4. serious or repeated nuisance caused to other residents, or neighbours; or serious or repeated acts of harassment of staff or other residents on the grounds of race, ethnic origin, religion, gender, sexual orientation, age or disability;
5. if the accommodation in the Home is provided for specific rehabilitative purposes, and you no longer need the service;
6. if the Home is unable to offer the support and care service(s) which you need.
7. Repeated significantly late payment of charges (failure to pay charges within two calendar months of the Home's invoice being submitted will be regarded as being "significantly late").

## **COMPLAINTS**

Please speak up if you are unhappy with any aspect of your care, treatment, support or medication (or, if applicable, on behalf of one of our residents.) You do not need to fear discrimination, since all organisations fall short at some time, and effective complaints' procedures are essential for improving care.

One of our promises is to deal quickly and effectively with any complaint. Raise your complaint initially with the person in charge. If the complaint cannot be resolved informally at that time, it will be passed to Matron. If she cannot resolve it, she will pass it to the proprietors for immediate attention. A response is promised within 48 hours.

If you feel that a complaint is very serious, or has not been resolved satisfactorily, please contact the home's inspection unit at:

CQC, Citygate, Gallowgate, Newcastle-upon-Tyne, NE1 4PA  
Tel: 03000 616161

## **FEES**

Fees vary depending upon individual requirements and needs. This will be discussed and agreed prior to admission, as will arrangements for paying them. Our fees are inclusive of room charges, room service, call system, all meals, laundry (excluding dry cleaning), prescribed medication, and all care, treatment, and support provided by fully qualified and trained staff. Other services and incidentals are regarded as extras, and are charged separately:

For example: Chiropody, hairdressing, newspapers, massage, manicures, clothes, personal toiletries; incontinence products not supplied by, or extra to, those supplied by the local authority; personal trips out; hospital or similar appointments when staff are required as chaperones, usually by our sister company, "Assured Care".

## **LEGAL LIABILITY**

Sorry about this bit, the lawyers insisted!

Each party shall be liable for the consequences of any breach of his/her obligations under this agreement, including any injury to, or death of, any person, loss of, or direct damage to any property, except and to the extent that such consequences are a direct result of the act, omission, default or negligence of the other.