



hummingbird care

## TERMS & CONDITIONS - May 2019 version

### INFORMATION ABOUT THE HOME

The Home is owned and operated by Us. We aim to provide high quality services tailored as closely as possible to meet the needs of residents of the Home. The wishes of the residents of the Home are of primary importance. The Home's residents are involved as much as possible in making decisions about the way the Home – their Home – is run. Our reputation depends on ensuring that We provide the quality of service and care that Our residents and their families require.

### INFORMATION ABOUT THIS DOCUMENT

This document is important as it forms part of the legally binding contract ("**The Contract**") between Us and You. It is important that You and (where applicable) Your Representative and/or Guarantor read all the documents contained in the New Resident Pack and understand all of the terms and conditions before signing the Contract and the Resident's Agreement. Our Terms and Conditions and all the other documents have been carefully prepared so that they comply with the latest Consumer Law obligations contained in the Competition & Markets Authority report published in November 2018. We apologise if this seems a lot of documents and papers to read through, but it is for your protection as a Consumer. If there are any terms that You, Your Representative or Your Guarantor do not understand, please ask Us for clarification and you should consider seeking independent legal advice before signing.

These terms are intended to protect You, Your Representatives and Guarantor (where applicable) and Us from any misunderstandings and are intended to be for our mutual benefit.

If You decide to become a resident in our Home, these Contract papers set out the rights and obligations that apply to Us and to You, and (where applicable) Your Representative and Guarantor.

The Owners are registered with the Care Quality Commission in respect of the ownership and operation of the Home. Inspectors have a statutory responsibility to inspect the Home to ensure that it is being operated in accordance with current legislation and to assess the standard of service that We are providing.

Following their inspection, reports are produced which are publicly available documents and You are welcome to see copies of these reports, which are held at the Home. Alternatively, a copy is available at: [www.cqc.org.uk/registered-services-directory](http://www.cqc.org.uk/registered-services-directory) .

If You require this Document in an alternative format, for example large print, please ask.



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### 1 FEES & CHARGES

- 1.1 We calculate Our fees in accordance with Your assessed care needs and an assessment will be conducted prior to your admission and then the details of the weekly fee payable will be set out clearly in the Care Fees Summary document that you will be given prior to agreeing to become a resident.
- 1.2 If You are responsible for the payment of your own fees, then You agree to pay them (as set out in the Care Fees Summary) from the stated Admission Date.
- 1.3 Your fees will be reviewed annually on 5 April each year in line with inflation and other relevant changes in the Consumer Prices Index including housing costs (CPIH). We will consult with you or your representatives and will give you at least 28 days' prior written notice of that change before implementing that change in your fees.
- 1.4 However, your fees may increase or decrease at other times if there is a significant change in your care needs as assessed by qualified staff. We will consult with you or your representatives and will give you at least 28 days' prior written notice of that change (including the amount of any increase or decrease), before implementing that change in your fees.
- 1.5 Should there be an unexpected and sudden change in your care needs, meaning that we have to provide you with additional care at short notice, we will consult with you and provide you with at least 7 days' notice in writing of any increase.
- 1.6 Your fees may also change if, at your request, you move to a different room for which different fees are payable. Details of the current room rates are available at the reception desk in the home.
- 1.7 Where we give you notice to increase your fees for either reason you may either:
  - 1.7.1 Do nothing, in which case the fee increase will take effect on the date notified; or
  - 1.7.2 Give us notice that you wish to leave. In this case you will have 28 days (or 7 days where we have given you 7 days' notice of a fee increase) from the date you notify us, to move out before the fee increase applies; or
  - 1.7.3 Ask for an independent review of our assessment of your care needs, revised fee level, or both. In this case we will suspend our notice period until that independent review is completed. If you are



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unhappy with the outcome of this review, you can still tell us that you wish to leave, as above. You will be entitled to see the details of the assessments we have relied upon as part of the consultation and decision process.

### **Deferred Admission**

- 1.8 The Admission Date on the front page of this Contract is the date on which You have agreed to move into the Home. If You are, for whatever reason, unable to move into the Home on the agreed Admission Date, We may, in our absolute discretion, agree to reserve Your Room (or an alternative room subject to Your prior agreement) for You, subject to the following terms:
- 1.8.1 We will reserve Your Room for a period of no more than six weeks from the date of agreed admission for You;
- 1.8.2 if You do not move into Your Room on the Admission Date but You wish for Us to continue to reserve Your Room, we will charge You 50% of Our fees for every complete week that Your Room is vacant from the period beginning on the Admission Date and ending on the date that You move into Your Room; and
- 1.8.3 if You have not moved into Your Room at the end of the six-week period (commencing from the Admission Date), we reserve the right to terminate this Contract with immediate effect and to release that room for occupation by another resident.

### **Local Authority Funding**

- 1.9 If Your personal Capital resources diminish below £30,000 then you or your Representative must give us written notice within 4 weeks of that level being reached so that appropriate measures can be made for you to seek assistance from the Local authority towards all or part of Our Fees to be paid, You must give Us the following details in Your written notice :
- 1.9.1 the date on which You anticipate becoming eligible for local authority funding based on the current funding limits; and
- 1.9.2 a detailed statement of Your financial position at the time You give Us the notice in accordance with this clause 1.9 which demonstrates to Our reasonable satisfaction that You will become eligible for local authority funding on the date given under clause 1.9.1
- 1.10 If Your financial circumstances change during the period of Your stay with us, and Your Capital resources fall below the level at which You can request assistance with their fees from the Local Authority, we will then require the



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residents family or other representative to enter into a formal Third Party Top-up agreement with the Local Authority, at that time, to cover any shortfall in fees that will arise.

### **NHS Funded Care Payments**

1.11 If Your care needs change so that You become assessed as being eligible for NHS Funded Nursing Care (FNC) payments You should note that We will receive the FNC payment directly at the home from the NHS and Your weekly fees will then adjusted accordingly to take account of this payment.

## **2 GUARANTOR REQUIREMENTS**

In certain circumstances in consideration of the Home agreeing to provide the Services to the Resident in accordance with the terms of the Contract, a Guarantor may be required, for example if the Resident has limited cash resources but has a property which may take time to sell and release funds. This Guarantor will personally undertake to meet any shortfall in fees if the Resident is unable to meet the same.

2.1 The Resident or their Representative will be required to give Us at least 8 weeks written notice of their financial situation changing so that they reasonably foresee that the Guarantor will be required to settle those fees

2.2 We will then issue a written request to the Guarantor notifying them of this situation and requesting them to contact Us to put in place the alternative method of payment of the Home's fees until the Resident can resume payment from their own funds. They would at that time be provided with a clear invoice for payment by them.

2.3 The Guarantor may also be requested in writing by 2 weeks clear written notice if the Resident defaults on the payment of their fees, and those fees remain unpaid for a period of 30 days from when they are due. They would at that time be provided with a clear invoice for payment by them.

## **3 ABSENCE FROM THE HOME**

3.1 If You are away from the Home (for example, because you are on a pre-arranged holiday or because you have been admitted to hospital) your room will be reserved for you. During the first two full weeks of absence your fees will continued to be charged in full. After that, your fees will be reduced by 20%.

3.2 Subject to clause 3.1, if you are absent from the home for a continuous period of 6 weeks, we will consult with you and your nominated representative to seek agreement regarding the further retention of your room.



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### 4 INVOICING AND PAYMENT ARRANGEMENTS

- 4.1 Our Charges are payable monthly in advance on the first day of each month by standing order. On signing the contract, You (and any Guarantor paying the Charges on Your behalf) confirm that You will set up a standing order before the Admission Date (where the Admission Date has not already passed) with Your bank to cover Our fees.
- 4.2 If Our fees remain unpaid in full or in part for 30 days after their due date for payment, We reserve the right to charge interest at a rate of 3% above base rate per annum, calculated on a daily basis from the due date up to the date of actual payment, including if payment has to be requested from a Guarantor under clause 2.3 above. As stated in this situation they would be provided with a clear invoice for payment by them setting out the fees and any interest due.
- 4.3 If and when You move out of the Home, We will provide a statement of account detailing all fees, charges and other amounts invoiced and whether they have been paid or remain outstanding. If the statement of account shows that there has been an overpayment of Our fees and charges (or any other amounts), the amount of the overpayment will be refunded by direct credit, bank transfer or cheque to You, or, if the overpayment has been made by Your Guarantor, it will be refunded to Your Guarantor directly. Alternatively, if the statement of account shows an outstanding amount due to the Home, the outstanding amount will be payable by You to Us within 30 days of You leaving the Home.

### 5 SERVICES COVERED BY OUR FEES

- 5.1 In consideration of the agreed weekly fee, we will provide the following services (the "**Services**"):
  - 5.1.1 24-hour personal care (excluding any specialist nursing care);
  - 5.1.2 utility bills (including gas, electricity and water);
  - 5.1.3 full board and accommodation in Your Room for Your exclusive use;
  - 5.1.4 the supply of all necessary furniture to furnish Your Room.
  - 5.1.5 all meals and drinks including snacks [Please note: You will need to confirm to Us in advance if You have any special dietary requirements or allergies or intolerances so that We can make the necessary arrangements. Also, if You have a favourite dish, we will try to make this available to You as often as possible];
  - 5.1.6 full use of all the communal areas, including lounges, dining rooms,



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- bathrooms and any other communal facilities in the Home including the accessible kitchen area and gardens;
- 5.1.7 house newspaper and magazine;
  - 5.1.8 the opportunity to join in with activities and local outings (within a 10-mile radius) run by the Home and the use of recreational facilities within the Home;
  - 5.1.9 provision of house toiletries;
  - 5.1.10 assistance with washing, bathing, medication and other personal services, as reasonably required. [Please note: Members of staff are on duty throughout the day and night to assist You];
  - 5.1.11 use of a television with Freeview (which includes standard radio channels) including the provision of television licence;
  - 5.1.12 Wi-Fi connection;
  - 5.1.13 In house entertainment, and activities, for example bingo, music evenings, luncheon club, coffee mornings, tea parties etc.;
  - 5.1.14 fresh fruit on request (provided that the particular fruit is in stock);
  - 5.1.15 Housekeeping and Laundry including washing and ironing of your machine washable clothes (but excluding dry cleaning and hand washing) of delicate items;
  - 5.1.16 Boots care services, enabling You to self-administer Your own medication or Our staff can administer them if You would prefer; and
  - 5.1.17 liaison with Your GP, social worker, district nurse, dentist, chiropodist and other NHS professionals whose services are fully funded by the NHS and provision of in-house Occupational therapy.

## 6 SERVICES NOT COVERED BY OUR FEES

- 6.1 Your weekly fees do not cover the following items, which You must pay for in addition to the fees:
  - 6.1.1 Any specialist nursing care provided by outside agencies;
  - 6.1.2 social trips involving coach travel that exceeds a distance of 10 miles, for example theatre trips, special events and requests for individual trips/outings;



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- 6.1.3 telephone charges of any kind (whether this is from using the telephone point in Your Room or otherwise);
  - 6.1.4 Sky Television packages;
  - 6.1.5 Professional hairdressing
  - 6.1.6 one-to-one staff assistance away from the Home;
  - 6.1.7 clothing, shoes and slippers
  - 6.1.8 personal copies of newspapers or magazines of Your choosing;
  - 6.1.9 personal purchases such as stationery, stamps, confectionery, alcoholic beverages, particular snacks and any branded soaps and other toiletries of your own choice
  - 6.1.10 dry cleaning and hand washing of clothes;
  - 6.1.11 subject to clause 6.1.13 below, medication;
  - 6.1.12 continence aids and pads;
  - 6.1.13 in the absence of free provision by the NHS, the following services may also be provided, but shall be charged in addition to the weekly fees: Chiropody, Opticians including provision of glasses or contact lenses, Audiology including the provision of hearing aids and batteries, Dentistry including the provision of dentures, Physiotherapy or any other privately arranged healthcare. You may be entitled to receive certain items (e.g. prescription medication) free of charge from the NHS but, if this is not the case, You will need to pay any charges for these Yourself.
  - 6.1.14 In the event that NHS staff, your representatives or relatives are unable to provide you with an escort to hospital appointments, we will apply a charge of £15 Per hour for each member of our staff who is needed to accompany you, with any travelling costs charged at 50p per mile and any car parking charges at the rate applicable.
- 6.2 Assistance with purchasing personal items may be available by arrangement with our staff. You will be liable for the cost of purchasing such items, but You will not be charged for any assistance provided by Our staff, if required.
- 6.3 For the avoidance of doubt, where You or Your Representative specifically request any services and/or items in addition to those set out in clause 5, You will be responsible for all costs and charges incurred in purchasing such services and/or items, whether they are bought by Us or by You.



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- 6.4 The needs of individual residents vary from time to time and We will work closely with You and Your relatives/or Representatives to identify Your needs and wishes and to meet them wherever possible.

### **7 PERSONAL POSSESSIONS AND PETS**

- 7.1 We cannot be held responsible in any way for the safe keeping of Your personal possessions in your room, including, but not limited to, cash, credit cards, cheques, certificates, bonds, documents and/or any other personal items that You must take good care of the same and ensure any valuable items are placed in a locked drawer in your room.
- 7.2 Your personal possessions, including all furniture, valuables and money, are not covered under the Home's contents insurance policy. You should take your sets to insure, for all risks including accidental damage, to full replacement value, all of Your personal furniture, possessions and belongings. If requested, We are able to provide You with a lockable drawer in which You can keep Your personal possessions, valuables and/or money safely provided that they are fully listed on your inventory and insured by You if their value exceeds the home's own insurance policy limits. In that case a copy of that inventory and insurance policy is provided to the Home.
- 7.3 On moving into the Home, we require a detailed inventory of all of Your items clothing and personal possessions, including any electrical items you are bringing with you. You, Your Representative or a relative will be required to sign a copy of the inventory to confirm that it is correct. This will be retained by the Home in Your file (for record purposes only) and it is your responsibility to advise the Care Manager of any changes made and your inventory updated and amended accordingly.
- 7.4 You may bring with You small items of furniture and other personal possessions to make Your room as personal as You wish (provided that any items of furniture and electrical items comply with relevant fire and health and safety regulations as well as the Home's policy on personal possessions, including clauses 7.5 to 7.7 inclusive). All soft furnishings must have the appropriate fire safety approved labels still attached, and any items not bearing this will be refused without exception.
- 7.5 Electrical items can become damaged and this may result in an electric shock or sometimes a fire. For safety reasons, all portable personal electrical machinery, equipment and appliances brought into the Home by or by a another on your behalf must be safe. We must insist that any such items have been tested by a competent contractor no more than one month prior to the item being brought into the Home and a copy of that test certificate provided to the Home for its records. The exception to this is any electrical item which is brand new, boxed, unused and purchased within the previous six months.



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Electrical items that have been appropriately checked and passed as safe must carry an approved test safety sticker and be accompanied by a recognised certificate of safety from a competent professional.

- 7.6 Portable Appliance Testing ("**PAT**") is arranged by the Home each year to satisfy Us that all portable electrical items belonging to the Home and to its residents are safe. The cost of PAT testing will be borne by the Home. Unless an electrical item is no more than six months old, as set out in clause 7.5, all electrical items must be checked by the Home's manager or their deputy and be accompanied by a PAT certificate when they are brought into the Home.
- 7.7 The Home reserves the right to immediately withdraw from use any electrical item belonging to You which is considered by the Home's manager to be unsafe for any reason or untested in accordance with this clause 7.
- 7.8 Unless We expressly agree otherwise in writing, We are unable to accept pets of any kind into the Home. However, your friends and relatives may bring well behaved dogs into the home to visit you by prior arrangement. In addition the Home has regular visits from registered PAT dogs and their handlers for the wellbeing of the residents.

## 8 CHANGE OF ROOM

- 8.1 We will not normally ask You to move from one room to another. However, We reserve the right to move You to a different room at any time if We think that this is necessary to enable Us to deliver effective and efficient care services in line with Your assessed needs and the assessed needs of other residents. If We do need to move You to a different room, We will consult You and give You no less than one month's notice setting out the reason(s) for the proposed change of room unless We need to move You in the case of an emergency, in which case We will give You the reason(s) for the room change as soon as reasonably practicable before or after You have moved into a different room. We will try to move You back into Your Room as soon as reasonably practicable after the emergency has been resolved.
- 8.2 If a non-emergency move is unacceptable to You, or if We are unable to move You back into Your Room after the resolution of an emergency, You will have the right to terminate this Contract without penalty by giving Us at least two weeks' prior notice in writing. At the expiry of the notice period, You will have to leave the Home and clear the same of all personal possessions.
- 8.3 We are permitted to move You into a different room temporarily if Your Room requires immediate maintenance, repair or redecoration. We will move You back into Your Room as soon as the maintenance, repair or redecoration has completed, provided it is safe for You to return.



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8.4 We retain, and require, full, free and unrestricted access to Your Room in order, amongst other things, to provide the Services.

### 9 YOUR RIGHTS AS A RESIDENT

9.1 Your residency in the Home does not give You a tenancy or an assured tenancy under the Housing Act 1988, nor does it create or imply any right to security of tenure. For the avoidance of doubt, the Owners and the Resident agree that it is not their intention to create between them a relationship of landlord and tenant and that legal possession and control of any rooms occupied by the Resident remain at all times vested in the Owners. You will be allocated a room on admission which You will occupy as a licensee only.

9.2 In the event that Your capacity deteriorates to the extent that You are deemed unable to make decisions relating to Your care and/or wellbeing, and in the absence of a Health & Welfare Attorney or Personal Welfare Deputy to make such decisions on your behalf, We will be required to make best interest decisions for you in accordance with the provisions of the Deprivation of Liberties Safeguards, the Mental Health Act 2007 and the Mental Capacity Act 2005.

### 10 TRIAL PERIOD

10.1 Before making the final decision about moving into our Home, You are welcome to visit us to meet Our staff and residents, stay for lunch or tea and find out all You need to know about the Home. We fully appreciate that it is important that You are able to decide if it is the right Home for You before making any binding decision.

10.2 The first four weeks following admission to the home are treated as a trial period for us both (the "**Trial Period**"). During this Trial Period, either of us may terminate the agreement by giving the other seven days' notice in writing. We may terminate the agreement during this period if it becomes clear that we cannot provide you with the level of care that your needs require following a detailed care needs assessment.

10.3 Any fees that you have paid for any period beyond the expiry of the notice period (or the date of your departure, if later) will be refunded to you as possible after Your departure and, in any event, no later than 30 days after Your departure.

10.4 Where you leave the home before the end of the notice period and we are unable to re-allocate your room to someone else before that period expires, we will refund any payments that you have made for the period following re-allocation.



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### 11 WHAT WE ASK OF YOU

- 11.1 Whenever a group of people live together in a community, such as in the Home, it is important for the smooth running of the Home and for the comfort and happiness of all residents that some simple rules are observed by everyone. These rules will always be reasonable and are made either to implement the Home's statutory obligations or for the general comfort of all residents.
- 11.2 That You must confirm to Us in advance in writing if You have any special dietary requirements or allergies or intolerances so that We can make the necessary arrangements to ensure Your comfort and safety and that of Your fellow residents.
- 11.3 On signing the Resident's Agreement You agree to adhere to the following rules policies and procedures:

#### 11.3.1 **Care Planning Arrangements:**

**On-going amendments:** The Home may make changes to Your care plan as the need arises on the basis that You and Your Representative (if any) will receive the latest version every three months.

**Photographs:** The Home is permitted to hold photographs of You for identification purposes and care records only. If We would like to take and use Your photograph for marketing or any other external purpose, We will seek Your express consent before doing so, [Please see our Privacy policy for more details on how we handle your personal information and the appropriate Consent clause to indicate Your choice on the Resident's Agreement]

**Procedure on Death:** This will take full account of Your known wishes and those of Your family, as notified to the Home at the time of Your admission and we will deal with your Personal Representatives over any outstanding charges that may be due to that date.

- 11.3.2 **Smoking** – for legal and safety reasons, smoking or Vaping or the use of any electronic cigarettes is not permitted anywhere inside the Home, including in Your Room. You may only smoke in accordance with the Homes' smoking policy which is available in reception or on request from the Care Manager.

- 11.3.3 **Use of electrical appliances** – No electrical appliances shall be used in the Home by You other than in accordance with clause 7



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- 11.3.4 **Keeping Your own medication in the locked cupboard provided** – You agree to the administering of your own prescribed medication and undertake to take all medication that has been prescribed to You in accordance with the instructions given by your prescribing doctor. All medication and home remedies must be handed to a senior member of staff upon admission to the Home. In the interests of Your safety and that of the other residents, We reserve the right to supervise the use and consumption of all prescription medication and to record the same in the MARR charts in your care file. As part of the Boots care service, included within this Contract, annual checks are made that We handle, store, administer, check and record any medications safely in accordance with the Medications Administration Review & Request (MARR) regulations and in accordance with all the relevant legislation and health and safety policies and procedures. This is also checked as part of the CQC inspections that are made on the home periodically.
- 11.3.5 **Fire safety measures** – for Your own safety and that of the other residents You are required to observe the Home’s fire regulations. In addition to familiarising yourself with the fire drill, You understand that you are required to keep the Fire door to Your Room closed and may not prevent it from closing at any time other than by the use of any approved hold back device provided, these will automatically release and close the door if the fire alarm is sounded. You and any of Your visitors should familiarise yourselves with the fire exits and the fire drill. In the event of fire, the lift must not be used, instead You should use the fire staircases from each floor.
- 11.3.6 **Gifts and bequests to members of staff** – the Home operates a strict policy whereby the Home’s staff are **not** permitted to accept gifts or bequests from residents under any circumstances. We would ask You, therefore, not to offer gifts or make bequests to members of staff. If You would like to show Your appreciation in some way, You may discuss this with the Owners who may be able to suggest an alternative method of showing your appreciation.
- 11.3.7 **Witnessing any legal documents** – the Home’s staff are not permitted to act as a witness to any legal documentation, should you need a formal document witnessing please speak to the Home Owners who may be able to make alternative arrangements for the Home’s Lawyers to act as an independent witness. You agree that in that circumstances you will be wholly responsible for the independent Lawyers’ fees in that regard.
- 11.3.8 **Legal and other advice and correspondence** – if You are unable,



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or prefer not, to control Your own financial affairs, You are advised to arrange for Your Legal Representative, accountant or other professional representative to control them on Your behalf. Subject to the obligations set out in this Contract to pay Our Charges as they fall due, the Owners and the Home's staff have no responsibility for, interest in, or claim on Your financial resources or on your estate. The Owners and the staff at the Home will not handle Your money or pension monies as an appointee and barred from being appointed as an Attorney under the Mental Capacity Act 2005. In the absence of a Representative with authority, You may be required to appoint a relative to act as your appointee, attorney or if you lack capacity Court appointed Deputy to deal with this aspect of Your personal financial affairs. In relation to your Health & Welfare, decisions can only be made by a registered Welfare attorney, and even then, only once you lack mental capacity. If you have made such a document a copy must be registered with us before we will act upon it.

### 11.3.9 **Taking care of Your personal possessions (including clothing) -**

We cannot accept liability for items of clothing and other personal possessions that become lost or damaged, unless it is due to Our fault or negligence or the fault or negligence of Our staff. We ask that You keep all items of Your clothing and other personal possessions properly labelled with Your name in order to minimise the risk of them being mislaid or lost and update us in any changes to your personal clothing and effects by updating your inventory.

### 11.3.10 **Washing clothes** – most laundry is carried out on the premises, accordingly Your clothing should be labelled with Your name in accordance with clause 11.3.9 by embroidered sewn-on nametapes that are suitable for machine washing and drying. Whilst all care will be taken to take care of and look after all items of personal laundry, it will be machine washed and dried. We cannot be held responsible for clothing damaged in the normal process of laundering as it is undertaken in good faith and to the best of our abilities. Any delicate items or items requiring specialist cleaning (including dry cleaning) will need to be processed off site and separate fees and charges will apply for those services' payable by You.

## 12 VISITING HOURS & SHORT ABSENCES

12.1 We have set visiting hours to enable us to ensure that we can provide appropriate care to the Resident's and for the issue of any medication required. Please refer to our Visitor Policy available in reception and on our website for further details.



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- 12.2 If You would like to go out with a friend or relative or otherwise leave the home for any duration, it is requested that You (or Your friend or relative) provide prior notice to a senior member of staff at the Home so that We know, at all times, where You are and so that You can be made ready for the outing, meal times can be re-arranged, where necessary, and any medications that may be required for Your period of absence from the Home are prepared in advance.

### 13 FEES FOLLOWING TERMINATION

- 13.1 When You leave the Home, for whatever reason, Our fees are payable in full up to and including the date on which You vacate your room at the Home.
- 13.2 In the event of death of a resident, We are entitled to charge the full fee for a period of three days from the date of death providing the room is cleared of all personal possessions. If during that period, we are able to reallocate the room then fees will only apply to the date of the reallocation. If the resident's personal possessions remain in the room beyond the three-day period then a maximum backstop period of up to ten days from the date of death will be charged for providing that the room is cleared during that backstop period, this is unless an agreed extension of either the fixed period or the backstop period is agreed with the personal representatives of the resident.

### 14 CIRCUMSTANCES IN WHICH YOU MAY BE ASKED TO LEAVE

- 14.1 **If the Home is unable to provide the level of care You need** – We hope We can accommodate all Your needs, including end of life care where this becomes necessary and is in Your best interests. However, if Your needs exceed those the Home is registered and permitted to provide, the Home's manager will, having carefully assessed your revised care needs, explain in detail to You and Your relatives and/or Representative the revised or additional type of care required, and will seek to assist and give all possible help in making alternative arrangements for Your future care. The decision to move You from the Home will only be made following appropriate consultation with You, Your family, Your Representative and relevant health professionals, and when the home has no choice as it would otherwise breach its operating terms and registration with the CQC. No period of notice is required (either from You or from Us) if You have to leave the Home in these circumstances.
- 14.2 **If Our Fees are not paid in full when they are due** – If for any reason Our Fees are not paid in accordance with the terms of this Contract or, if Your Guarantor defaults in meeting any fees due under the provisions of clause 2 above having been requested in writing to pay those fees agreed with You; and You or Your Guarantor are unable to satisfy Us that the reason for the non or late payment is temporary and will not continue for more than 4 weeks from the date on which Our Fees became due and payable, (with all arrears and any interest calculated and due in accordance with clause 4.2 above being



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paid in full), then You will have to leave the Home. If You are required to leave the Home for non-payment of Our Fees. We will give You no less than two weeks' prior written notice terminating the Contract, and You will then be required to leave the Home at the end of this notice period removing all of your personal possessions.

- 14.3 **Incompatibility** – We may end this agreement if you persistently behave in a way that seriously affects the wellbeing of other residents and staff in the home. Before asking you to leave the home, we will make all reasonable efforts to address and manage 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. Where we ask you to leave, we will provide you and your representatives with 28 days' written notice, but we will work with you to help you find suitable alternative accommodation. If You are required to leave the Home in accordance with this clause 14.3, We will give You no less than two weeks' prior written notice before terminating this Contract. You will be required to leave the Home at the end of this notice period and clear your room of all personal possessions.
- 14.4 **Emergency closure of the Home** – In the unlikely event that the Home has to be closed in an emergency situation such as a fire or flood damage, You will be required to leave the Home at the earliest opportunity. We will give You as much notice as reasonably possible in all the circumstances, but certain emergencies may necessitate Your leaving the Home on immediate notice. If this were to happen, You would be responsible for finding an alternative Home but We would give You as much assistance as possible to do this.
- 14.5 **Other reasons** – There may be other reasons why We would need to ask You to leave the Home, for example if the Home's registration with the Care Quality Commission is withdrawn or We needed to close the Home for any (non-emergency) reason. In this event, where we ask you to leave, we will provide you and your representatives with 28 days' written notice, but we will work with you to help you find suitable alternative accommodation. You will be required to leave the Home at the end of this notice period and clear your room of all personal possessions.

## 15 IF YOU CHOOSE TO LEAVE THE HOME OF YOUR OWN ACCORD

If You decide, for any reason, that You no longer wish to live in the Home, You will be required to give Us no less than 28 days' prior written notice to terminate this Contract. Please include the date on which You will be leaving the Home. At the end of the notice period or, if different, on the date set out in Your written notice to terminate, You will be required to leave the Home and clear your room of all personal possessions.



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### 16 OUR OBJECTIVES RELATING TO THE END OF LIFE CARE FOR RESIDENTS'

- 16.1 Our objective is to enable residents to enjoy a high quality of life and talk of death may appear inappropriate. However, it is the wish of many of Our residents and their families, when deciding to move into the Home, that they will live with Us and be cared for by Us for the rest of their lives.
- 16.2 The care of a resident who is approaching end of life requires sensitivity and special skills, and Our staff will provide all possible support and assistance, including specialist arrangements, required for the physical, emotional and spiritual care of such residents. To enable Us to fulfil this important aspect of care, it would be helpful if You could advise Us of any particular requests You may have, including any social or cultural traditions You would wish to be observed in connection with the end of life and death so this can be recorded in a Life values Statement or if appropriate a legally binding Advance Decision document.

### 17 DATA PROTECTION

- 17.1 Hummingbird Care is registered as a Data Controller with the Information Commissioner's Office. The registered Data Controller is Tiffany Cutler under Register number ZA513758. Further information about how we process your personal information can be found on the accompanying Data Protection Privacy Notice. Please contact us if you have any queries.
- 17.2 If you are happy with the Home using photographic images of you in their Social Media accounts or for internal display purposes please indicate by ticking the appropriate box on the accompanying Resident's Agreement.

### 18 COMPLAINTS PROCEDURE

- 18.1 Hummingbird Care is committed to providing high quality personal centred care with a professional, caring and empathetic approach. If for any reason you are unhappy about any aspect of our service including our costs, you should first raise the problem with our Care Manager, Stephanie Westlake or Deputy Care Manager, Tiffany Cutler.
- 18.2 A copy of our Complaints Handling Procedure accompanies these Terms and Conditions and sets out what action you can take if you are not satisfied with the way we have handled your complaint. The Procedure includes contact details of other organisations that may be able to assist you.

### 19 COMMUNICATION

- 19.1 We will communicate with you by letter, telephone or email. Please let us know if you have a preference.



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- 19.2 We will endeavour to respond to any communication on the day it is received.
- 19.3 If you would like us to communicate with you by email or mobile phone, please provide your email address or mobile phone number in the appropriate box on the Resident's Agreement that accompanies these Terms and Conditions. Please note that whilst we take every reasonable precaution, email cannot be guaranteed to be secure. We cannot guarantee against viruses and any attachment received by you from us should be scanned with your own up-to-date virus detection software. We will not be responsible for any loss or damage caused to your computer, hardware or software, resulting from a transmission sent by us.
- 19.4 Please note that we will not advise you of changes to important business information, such as our bank account details, by email.
- 19.5 To allow sufficient time for us to deal with the day to day care of our residents it is our policy to only read and respond to email communications between 9am and 11am and between 3pm and 5pm Monday to Friday, except if one of those days is a Bank Holiday. At weekends and on Bank Holidays we aim to deal and respond to your enquiry on the next normal working day that follows. If your matter requires urgent attention outside of these times, please telephone the office to advise and we can then give the matter our full attention.

## 20 CONFIDENTIALITY

- 20.1 We have a professional and legal obligation to keep the information we hold about you and your health care confidential and all our staff have signed confidentiality agreements and hold current Enhanced DBS certificates.
- 20.2 We are continually seeking to improve the quality and efficiency of our services, and this means that from time to time Hummingbird Care may be subject to audit or quality checks by the Care Quality Commission or other organisations, and your care plan file may be selected for checking. All auditors and assessors are required to sign a confidentiality agreement. If you agree to your file to be inspected in this way, please tick the appropriate box on the accompanying Resident's Agreement.

## 21 EQUALITY AND DIVERSITY

We are committed to promoting equality and diversity in all our dealings with residents and their family and friends, our employees and third parties. Further details are contained in our Equality and Diversity Policy a copy of which is available on request.



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## 22 JURISDICTION

Any dispute or legal issue arising from our Terms and Conditions will be determined by the law of England and Wales. This applies even if you are resident, domiciled or otherwise situated in a country other than England and Wales, or the matter concerns persons, organisations or property situated outside the jurisdiction of England and Wales, or where we take any steps on your behalf, or incur any liability or expense, outside the jurisdiction of the Courts of England and Wales. Both parties agreed to submit to the non-exclusive jurisdiction of the Courts of England and Wales

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