

**RESIDENCE AGREEMENT**

THIS AGREEMENT made the (Date) between the ABBEYFIELD BUCKINGHAMSHIRE SOCIETY LIMITED of Leonard Pulham Nursing Home, Tring Road, Halton, Aylesbury, Buckinghamshire, HP22 5PN (hereinafter called "The Society") of the first part and (Resident) (hereinafter called "the Resident") of the second part and of (Sponsor) (hereinafter called "the Sponsor") of the third part

WHEREBY IT IS AGREED:

in consideration of the Society accepting (Resident) as a Resident of Leonard Pulham Nursing Home from the (Date) (hereinafter called "the Moving in Date") the Resident and Sponsor each for himself or herself accepts and agrees to comply with the conditions set out in the schedule below. It is hereby declared that it is not the intention of the parties hereto that a tenancy should be created by virtue of the Agreement or otherwise and the Resident shall at all times be a licensee of the Society.

signed:

For the Society: ..... Title:.....

The Resident: .....

The Sponsor: .....

**ONE COPY TO BE RETAINED FOR INFORMATION/SECOND COPY TO BE RETURNED TO OFFICE**

## **SCHEDULE OF CONDITIONS**

### **1. RESIDENCE**

- (i) Continued residence at Leonard Pulham Nursing Home is at all times within the absolute discretion of the Society's Executive Committee on the recommendation of its House Management Committee and its decision in all matters shall be final. During the first month's residence at Leonard Pulham Nursing Home being a trial period the Society reserves the right to terminate this Agreement on giving seven days' notice.
- (ii) In the event of the Society's Executive Committee deciding for any reason that the Resident should cease to reside at Leonard Pulham Nursing Home the Society will inform the Resident and the Sponsor of the decision. The Sponsor must then within one month remove the Resident from the Nursing Home together with all his/her property and effects. In the event of (a) the Sponsor failing to effect such removal or (b) the Society being unable to so inform the Sponsor after making reasonable efforts to do so or (c) in the event of an emergency or other exceptional circumstances, the Society will remove the Resident to other accommodation or make other suitable arrangements the nature and cost of which will be at the Society's absolute discretion, in such circumstances the Resident and Sponsor will be jointly and severally liable for all fees, nursing charges and other expenses incurred.
- (iii) The Resident may leave Leonard Pulham Nursing Home on giving one month's notice in writing to the Society.

### **2. FEES**

- (i) A fee for residence shall be paid by the Resident to the Society monthly in advance by standing order, commencing on the agreed Moving in Date and thereafter at the beginning of each month.
- (ii) Should the Resident give notice to leave in accordance with Clause 1 (iii) above, fees will be payable up to the date the notice expires, or the date the Resident clears his or her room if later, plus an additional fee equal to 25% of the monthly fee.
- (iii) In the event of the death of the Resident, fees will be payable up to the date of death, plus an additional fee equal to 50% of the monthly fee.

- (iv) In the event that the Resident and/or the Sponsor are of the opinion that the Resident will not have sufficient funds to pay future fees and will be seeking assistance from a local or other public authority, the Resident or Sponsor shall give immediate notice in writing to this effect to the Society.
- (v) Any Government or similar contribution, such as the Registered Nursing Contribution to Care, which is received by the Society in respect of the Resident will be deducted from the fees payable to the Society.
- (vi) The Society will review fees annually and any changes will be effective from the following 1st April. The Society will give the Resident/Sponsor three months notice of such changes.
- (vii) The amount of the fees and any rebates thereof are entirely at the discretion of the Society and the Society reserves the right to vary the fee at any time without giving any reason.
- (viii) The Sponsor will indemnify the Society against all losses, claims or damage arising from the Resident's failure to meet any of his or her financial obligations to the Society.
- (viii) The Society may charge interest on fees which are not paid on their due date.

### 3. **ACCOMMODATION**

- (i) Each room in the Home is provided with a certain amount of fixed furnishing including hot and cold water supply in a vanity unit and a bed and window curtaining. Within the space requirements of these fixtures and fittings the Society is happy to encourage Residents to bring such elements of their own furniture as can be sensibly accommodated. The Manager of the Home will talk over with potential Residents a mutually satisfactory understanding about "own furniture".
- (ii) The Home will be centrally heated via electrical storage heaters with opportunity for individual control of temperature in each Resident's room. There will be no individual metering of the cost of this central heating or for any other individual use of electricity from wall points.
- (iii) No electrical equipment is permitted unless specifically approved by the Home Manager.

4. **REDECORATION**

The Society will redecorate the Resident's room from time to time and as thought necessary.

5. **SECURITY**

The Society reserves the right for its officers, servants, agents, employees or licensees to have entry to the Resident's room at any time. No bolts must be installed on the inside of the Resident's room.

6. **NURSING**

The Head of Nursing and Care will be responsible for the provision of the necessary nursing and "care" facilities appropriate for Residents in a Registered Nursing Home. Except in emergencies and at the Society's absolute discretion the Society cannot provide nursing and medical support normally only available in hospital. Should circumstances arise where hospitalisation becomes necessary this will be advised by the Home's G.P. service to the Sponsor and the Resident.

7. **GENERAL**

- (i) The facilities normally provided by the Society for the use and benefit of Residents will include day and night care supervision plus the under-mentioned;
- (a) All meals
  - (b) Central heating throughout the building
  - (c) Hot and cold running water in the Residents' rooms
  - (d) Bathing and toilet facilities
  - (e) Hairdressing service with charges the responsibility of the Resident/Sponsor
  - (f) The use of communal rooms.
- (ii) Residents may provide at their own cost television and radio receivers. The Society undertakes to obtain and pay for the legally required licence. The Society reserves the right to control the use of television and radio receivers where it is thought that excessive noise is unreasonable and unfair to other Residents.
- (iii) No pets allowed.
- (iv) The Society is not responsible for insuring the Resident's personal property and cannot

accept any responsibility in the event of loss or damage thereto.

- (v) Residents should always keep in mind that once they leave the Home and its grounds for walks, shopping and similar outings - particularly on their own but even with friends or relatives that the Society and its staff do not accept liability for any accidents to Residents in public places.
- (vi) Any notice which the Society may wish to give to the Sponsor shall be deemed to be sufficiently served on the day after posting if it is sent by recorded delivery post to the Sponsor at his or her last known address.
- (vii) The Society is registered under the Industrial and Provident Societies Act 1965, No. 22558R, with exempt charity status.
- (viii) Catering for special diets will be at the discretion of the Home Manager.
- (ix) Car parking facilities for Residents will depend upon available space within the grounds of the Home.

## 8. **COMPLAINTS**

In the event that a Resident or Sponsor has a complaint it should be made in writing and handed or sent to the Home Manager who will investigate the complaint as soon as possible. In the event that the complaint concerns the Home Manager his/her self or the Home Manager is unable to resolve the matter, the complaint will be referred to the Chairman of the Society together with the Home Manager's report containing observations and/or comment arising out of his/her investigation of the complaint. A copy of the Home Manager's report will be given to the Resident and the Sponsor. The Chairman of the Society (with or without other members of the Committee) will consider the complaint and call for further evidence or reports as may be necessary so as to arrive at a decision. The Chairman of the Society will make his/her decision on the complaint which will be final and binding on all parties and it will be communicated in writing to the Resident, the Sponsor and the Home Manager.

## **COMPLAINTS PROCEDURE**

### **FOR RESIDENTS AND RELATIVES/SPONSORS**

Leonard Pulham Nursing Home is registered with the Care Quality Commission (CQC). The address to contact is as follows:

CQC National Customer Service Centre  
City Gate  
Gallowgate  
Newcastle upon Tyne  
NE1 4PA  
Tel. 03000 616161

It is our aim that all residents and their families are happy with the care that we give at Leonard Pulham Nursing Home. Residents and their relatives are encouraged to make suggestions and constructive comments. They should also feel confident to voice their concerns. Should a resident or their relative/sponsor have cause to make a complaint about the Home, please follow the procedure below:

1. The grievance should first be brought to the attention of the **Manager, Marianne Faux**, who will record the complaint and then proceed to investigate the matter.
2. The Manager will then discuss the result of the investigation with the complainant and hopefully a mutually acceptable outcome will be reached.
3. If the complainant is not satisfied with the outcome, then the complaint should be made to **Chairman of the Executive Committee, Mrs E.A. Houlihan**.
4. If the matter is still not resolved to the satisfaction of the complainant within 28 days, the complaint should be referred to:

The Local Government Ombudsman  
PO Box 4771  
Coventry  
CV4 0EH  
Tel. 0300 0610614 or 0845 602 1983  
Fax: 0300 061672  
Healthcare email: [southeast@cqc.org.uk](mailto:southeast@cqc.org.uk)

In the event that the complaint concerns the Home Manager herself, the complaint will be also referred to the Chairman of the Society as above.

01.11.2012