

Service User Agreement

The following consists of an agreement made between Orme View Care Home Limited, trading as Orme View, as a registered care provider and as an individual who has applied to live in the home.

Provider name: **Orme View Care Home Limited, trading as Orme View**

Service user name:

1. Introduction

This document sets out the respective rights and responsibilities of we, the staff and management of Orme View and you, relating to your residence in the home. Orme View is the trading name of Orme View Care Home Limited, it is effective from the date of signing of the registered manager or other representative of Orme View.

The home aims at all times to achieve compliance with its registration conditions and Care Inspectorate Wales (CIW) requirements. Our philosophy and aims and how we provide our services are fully explained in our Statement of Purpose and Home Information Pack, which have been given to you.

We recognise that providing good care is a co-operative process and we will attempt to consult you and, where appropriate, your relatives, friends and representatives, at all times and as fully as possible about any proposed changes to your contract or terms and conditions. You are welcome to discuss your contract or terms and conditions with us at any time.

Accommodation to be occupied by resident and facilities included;

We are able to offer you a single room with en-suite facilities (Toilet and sink). Your room is your own and will be treated as your private space. We will only modify or amend the layout of your room at your request, in order to comply with the regulations or to undertake routine maintenance of the property. We reserve the right to redecorate and replace fixtures and fittings belonging to Orme View at anytime, this may include altering the appearance and colour of such. You are welcome to bring to your room any personal items and furniture that can be practically and safely installed, and at your own expense. From time to time you may be asked to change rooms within Orme View to support your own or another residents needs, in these circumstance you will always be consulted prior to any change.

For our part we undertake to provide you with the following items:

- a clean, comfortable bed suitable for your needs
- suitable bed linen, which will be changed regularly
- curtains or blinds
- a mirror
- overhead and bedside lighting that acts as a reading lamp
- comfortable seating for two people
- drawers and enclosed hanging space for clothes
- two accessible double electric sockets
- a bedside table
- hand basin and toilet
- a carpeted floor
- a lockable cabinet for your medication, money and valuables

If you have any problems with the accommodation presently available we will consider any reasonable request to find an alternative if and when available. Also in the event of you wish to share a room with a friend or partner we would consider moving you to bigger and more suitable accommodation if it becomes available.

2. Personal possessions

You are encouraged to have your own personal possessions in the home and in your room, subject to health and safety and fire risk assessments.

We have a policy on the bringing in of pets to visit you, which makes it possible for you to have a pet visit subject to various provisions that need to be discussed with the home's manager. These provisions include animal welfare considerations, the home's capacity to accommodate a pet properly, the effects that a pet might have on other residents, and health and safety considerations.

If you have items of significant value it is advisable that you keep them safe in your own lockable cabinet or preferably in the home's safe, depending on their value and importance to you. Our staff will attempt to provide security for your possessions, but no responsibility can be accepted for any personal items or their loss that you choose to bring into Orme View. This includes those items secured in both the lockable door in your room, plus the home safe.

All clothing should be marked with your name. The home will make every effort to prevent damage to clothing or their loss, however cannot accept any responsibility or liability for personal clothing.

3. Insurance

The home is properly insured and further details are available upon request.

4. Cost, Fees, securing of room and Chargeable Extras

4.1 Fees payable and by whom (service user, local or health authority, relative or another)

The current weekly amount we charge for your accommodation and the services provided by the home is £1138 for the year 2026/27. Fees are payable on the 1st of each month in advance by cheque, standing order or cash.

Fees for periods of less than a week are calculated at a daily rate of 1/7 of the weekly fee, with part days calculated at the full daily rate. In the event that last day of residence falls on a Thursday, Friday or Saturday of the week, then the full weeks fees will be due.

We understand that the fees will be paid as follows.

- You will be responsible for making these payments yourself.

Your methods of payment will be as follows:

- cheque/standing order other method from you
- local authority payment methods
- local health payment methods
- standing order/direct debit/other method from other people.

Third Party top up fee payable? Yes ☐ No ☐

If yes, please record details below of who is to pay the third party top up.

Name: _____

Telephone number(s): _____

Address: _____

Email address: _____

Fees are routinely reviewed annually, however in circumstances where the cost of care delivery increases significantly Orme View reserves the right to undertake more frequent reviews. Additionally if you require additional care in the meantime it may be necessary to increase the fee. The home will give four weeks' notice of any increase in fees, except in the circumstances where your direct care needs have changed. In this case a notice period of 7 days will be served.

It is important that, in the event of your savings being reduced to a level whereby you qualify for local authority funding support, you tell us so that we can arrange for a reassessment of your means to pay your charges. In the event of you qualifying for local authority funding support we will review your terms and conditions in the light of any changes regarding your financial situation.

A late payment fee is chargeable at the discretion of the manager at the rate of 8% plus the Bank of England Base Rate, in addition to a one off fee of £100 for any invoice that exceeds the payment terms. This is payable per invoice.

In the event that any element of the home is damaged by either yourself or a visitor we reserve the right to recharge this cost should the price to replace or repair exceed £150. The £150 minimum is not limited to one event, in cases where the same elements of the home are damaged on repeated occasions, the £150 limited can be an accrued cost. Additionally, where carpets are damaged or stained with bodily fluids we reserve the right to include this in the above clause and be deemed to be damages.

4.2 Funding Arrangements - Permanent Stay Residents Only

You are entitled to a means assessment and, if eligible, may be able to apply for financial support from your commissioning authority.

For residents that are privately funding we ask that a minimum of 1 year of funding be available at the time of moving into the Home and evidence of this will be required prior to move-in.

We ask that you advise us 6 months in advance of any anticipated changes to your funding status. You are obliged to notify Orme View at least three months before your assets reach the financial threshold; this is the threshold that would require you to have a financial assessment by your commissioning authority.

You need to be aware that should your funding category change i.e. should you lose your self-funder status, and your commissioning authority is not willing to fund the full cost of care in the specific at Orme View, then we may be required to serve notice to leave the Home, unless a top-up fee can be provided.

If you are unable to advise us of such changes in your financial status yourself, your Representative must do so.

We urge you to seek financial advice from a reputable, independent financial advisor, to understand the options available to you with regards to funding care.

4.3 Description of care and services (including food) covered by fee

We undertake within the fees that have been agreed to provide you with:

- your room and accommodation
- heating and lighting
- three main meals each day, with mid-morning, mid-afternoon and late-night drinks and snacks all being available
- facilities for making drinks and refreshments at any time
- laundry undertaken on the premises/access to laundry facilities for those wishing to do their own
- access to TV and sitting rooms, which are available to all residents
- care and support from staff to help you with any difficulties you may have in daily living, as recorded and agreed on your plan of care
- access to, and use of, the aids and appliances available in the home, which are used according to individual needs such as hoist, lift, occasional use of wheelchairs.

4.4 Chargeable Extras

Additional services (including food and equipment) to be paid for over and above those included in the fees

The fees do not include:

- the cost of any daily papers and similar items that you may wish to purchase
- hairdressing charges if you use the service of the hairdresser who comes to the home
- costs of special outings and events, eg holidays or theatre trips, which may be organised for residents or to which you are invited
- any health services that you decide to purchase privately or that are not covered by the normal national health services to which you are entitled such as chiropody, dentistry, opticians, etc
- travel costs if for example you decide to use public or private transport for social reasons, making visits etc; including transport to and from GP and hospital appointments.
- the costs of any additional aids and appliances that you seek to purchase for your own comfort and that are additional to that to which you are entitled from health and social services.

Resident or representative agrees to chargeable extras? Yes ☐ No ☐

Billable Extras Funded by Resident Yes ☐ No ☐

Billable Extras Funded by Other (detail below) Yes ☐ No ☐

Name: _____

Telephone number(s): _____

Address: _____

Email address: _____

4.5 Periods of absence

We undertake the right to keep your room empty and secure during any temporary absence. If it appears that you may not be able, or do not wish, to return to the home for whatever reason after such an absence of four weeks or more, we will consider whether the contract should be terminated and the normal notice period of four weeks will apply once the decision has been taken and received by us in writing. We will always seek to ensure that any such termination was by mutual consent. If you wish to leave Orme View before the four week period has lapsed, the full four week notice period will be payable.

4.6 Securing of Room

Once you have agreed to become a resident at Orme View we will not request a deposit to secure your room. However, should you wish to cancel your stay at Orme View before your move in date then one weeks fees will be payable. Once we have agreed to support you at Orme View we will secure your room in principle, subject to the terms above. However, if the bed vacancy is no longer available then we will give written notice that we are no longer able to support you and this agreement will be terminated without any charge.

Rights and obligations of the service user and registered provider and who is liable if there is a breach of contract

5. Trial period

Your residence in the home for the first four weeks is on a trial basis, so that if during or at the end of the period either you or the home's management regard the arrangement as unsatisfactory for the long term the agreement may be terminated with reasonable notice of one week from either side.

6. Permanent residence

Once it is decided that you will stay following the initial period, or your residency enters a fifth week, we will continue to provide you with your accommodation, care and support services for as long as you need, taking into consideration our capacity and abilities to meet your needs satisfactorily. If during this time you or the home management wish to terminate the contract a four week notice period is required.

The circumstances under which it is decided that it may no longer be possible for us to provide for your needs will always be discussed with you in relation to your agreed plan of care and the reviews we undertake with you in connection with it.

Similarly you may wish to discuss at any time whether you are considering leaving and we would respect your wishes in that regard.

7. Termination

In the event that either we are no longer able to accommodate you appropriately or you wish to leave the home for any reason, there is a four weeks notice of termination of residence from either party. A shorter period of notice will be applicable only in situations involving emergencies, this is agreeable to the registered managers discretion.

Four weeks notice or payment in lieu will be required should you decide to leave the home, except where the departure results from death. In these circumstances fees are payable until personal possessions are collected, inclusive of the full week plus an additional 10 days (At the Fully weekly rate). For clarity a full week runs from Monday to Sunday. In the event that we are unable to contact your representatives to arrange collection of your items, Orme View will allow a 7 day period for collection charged at the full weekly rate. Following this, we will store your possessions, whenever possible, for up to 6 months during which time we will contact the Representative again to check that they are still unable to collect the possessions; if this is the case, any items remaining uncollected, will be disposed of. Any pre-payments on account made will then be credited to your account from the date the room is cleared of all personal belongings, minus the costs for removal and storage of items.

Where notice of termination has been given by either party, the Resident and/or their Representative must ensure that the Resident vacates the Home by the end of the agreed notice period, unless an extension has been agreed in writing by Orme View. If the Resident remains in the Home beyond the expiry of the notice period without prior written agreement, Orme View reserves the right to continue charging the usual weekly fees for the period of occupation and, in addition, to charge up to a further four weeks' fees where the overstay has caused, or is reasonably likely to cause, actual or potential loss to Orme View, including but not limited to the loss of a placement, delayed admission of another resident, or loss of income arising from the room being unavailable.

The home may terminate this contact by giving 4 weeks notice to quit in the event of the following:-

- (i) Monies due for the cost of residency not being paid within 28 days of the due date.
- (ii) In the opinion of the homes management and staff the service user is displaying challenging behaviour to the extent that:
 - a. The home is unable to provide the necessary specialist care to cope with such behaviour.
 - b. The service user poses a very real threat/danger to the health, safety and security of the home.
 - c. Peace and enjoyment of the home by other service users is continually disrupted.

Once the 4 week period has lapsed a new contract will be required to be signed, as the original contract will be deemed void in line with the above termination clauses.

8. Personal Data and Information Sharing

To care for you, and comply with our obligations under this contract, Sanctuary Care needs to hold certain records and information about you. Your signature (or your Representative's) on this agreement constitutes your consent for us to hold this information and to use it for providing our services to you. We will comply with the Data Protection Act 2018. Should you leave the Home, we may be required to share your information with other parties, such as the NHS. Before sharing any information, we will ensure that the other party is legally entitled to access your information; we will adhere to all current data protection laws to protect it. Likewise, should the Home be transferred to another provider, we will be required to share your information with that other party for them to continue providing you with the appropriate care and support. We will only share with another provider the information we have collected from you to provide your care and support services, this will include the financial information we may have about you. A copy of our 'Privacy Statement' should have been made available to you, is accessible on our website and can be requested from a member of staff at any time.

9. Events Outside our Control

If we are unable to perform any of our obligations under this agreement due to unforeseen circumstances that are beyond our control such as D&V outbreak, health and safety issues which might prevent safe move-in or other force majeure events such as flooding or fire, we will do our best to provide an alternative solution for you or provide a full credit return, whichever you prefer.

10. Amendment to Contract

We reserve the right to amend this agreement for the benefit and welfare of our Residents and in the best interests of the Home. Amendments may be necessary to meet regulatory requirements, meet your changing needs or improve the general services we provide. We will provide you with at least 28 days written notice in advance of any amendments to this agreement, providing full details that should be kept with this main agreement. However in the event that your changing care needs result in a Safeguarding concern, and that you require additional care, we reserve the right add these costs to your bill with immediate effect. Should you be unhappy with the proposed changes then you may terminate this agreement with 28 days written notice.

11. Social Media & Press Release

From time to time Orme View will take photos & videos for the use on either our website or social media pages. By signing this agreement you or your representative agree for this photos or videos to be taken, and published. If you wish to opt out please tick and sign below.

☐ I do not wish for the photos or Videos of the resident named in the contract to be shared on either social media or the website of Orme View.

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Please note that moving into Orme View and payment of invoices is acceptance of these terms & conditions, even in the circumstances where this remains unsigned. We reserve the right to enforce this contract if it remains unsigned after the named resident has moved in, a witness of issue signature will be present when the agreement is issued to residents.

Signatures

Service user/representative:.....

Name:.....

Date:.....

N.B. If this agreement is signed by a representative, a copy of a lasting power of attorney is required.

Manager:

Name:

Date:

Witnessed as issued:

Date: