

**Marston Care Limited**

**Admission Agreement**

**Fir Villa,  
Camel Street,  
Marston Magna,  
Nr Yeovil, Somerset BA22 8DB (the "Home")**

**Key Personal Information**

**Service User's Details**

**Service User's Full Name:**

**Date of Birth:**

**Date of Admission:  
Funding Authority:**

**Room Number:**

**Service users Representative**

**Third Party\*:**

**N/A**

**Address:**

**Tel:**

**Funding of Placement**

	Private Placement		Funded Placement	
Weekly contributions to be paid to the Home				
			£	
			£	
Total weekly cost of placement			£	

\*The Third Party is a person or organisation who has agreed to contribute towards the weekly costs of the Service User's placement by way of a Top up. The Third Party may be the Service User's Representative.

**THIS CONTRACT** is between:

- (A) (the “**Service User**”) and
- (B) (the “**Service User’s Representative**”) and
- (C) [Mr/Mrs/Miss/Ms (the “**Third Party**”)]
- (D) **Marston Care Limited** (company number 06690396) whose registered office is at Huntsbridge Farm, Batcombe Road, Leigh, Sherborne, Dorset DT9 6JA (“**Marston Care**”)

Service Users are accepted by the Home on the following terms and conditions. .

This Contract supersedes any previous agreement entered into between the parties in relation to the Service User’s placement at the Home.

## **1. TERM OF THE CONTRACT**

- 1.1 This Contract starts on the date of admission and **may be ended in accordance with clause 8.**
- 1.2 Other than where a Service User enters the Home for respite care, the Home operates a one-month trial period. The trial period may be ended at any time on one weeks notice.

## **2. OCCUPANCY**

2.1 Marston Care agrees to provide the Service User with the following services and facilities for the duration of this Contract:

- 2.1.1 care as set out in the Service User’s care plan;
- 2.1.2 furnished full board accommodation;
- 2.1.3 food and non-alcoholic hot and cold drinks as required for normal diets whilst the Service User is at the Home;
- 2.1.4 central heating (in season), hot water and lighting;
- 2.1.5 encouragement to join in activities and various events taking place in the Home in order to provide a stimulating and happy environment;
- 2.1.6 administration of prescribed medicines;
- 2.1.7 provision of a warm, comfortable and safe environment.

## **3. FEES**

- 3.1 The fees for the Service User’s placement are set out on page 1 (“**Fees**”). The Service User and/or the Service User’s Representative agree to pay the Service User’s Contribution as indicated on page 1.
- 3.2 If Fees are payable by a Funding Authority, these will be collected by Marston Care from the Funding Authority.
- 3.3 If a Top Up is payable, the Third Party agrees to pay the Top-Up.
- 3.4 The Fees must be paid calendar monthly in advance on or before the 1st day of each month by standing order or cheque. The Service User and/or Service User’s Representative should not wait for receipt of the invoice before paying the Fees.

All cheques should be made payable to: **Marston Care Limited**

Standing Orders should be made payable to: **Marston Care Limited**  
**NATWEST BANK**  
A/C Number: **26054035**  
Sort Code: **60-19-12**

- 3.5 Fees for any services or items additional to those set out under clauses 2.1.1 to 2.1.7 will be charged in addition and are payable on receipt of invoice. These include, but are not limited to, services such as chiropody, physiotherapy, hairdressing, dental care, personal shopping, taxi or other transport fares, clothing, newspapers, magazines or any items of a personal nature.
- 3.6 Marston Care reserves the right to charge interest on Fees which are in arrears at a rate of 1.0% about the base rate of the Bank of England plc on the outstanding amount from the date the payment was due until the date payment is made. Marston Care is entitled to recoup all costs (including legal costs) incurred in enforcing payment of any outstanding Fees from the Service User and/or the Service User's Representative.
- 3.7 If at any time during the Service User's placement, the Service User seeks to become entitled to payment of all or part of the Fees by a Funding Authority (Social Services or the NHS) or to change from funding by Social Services to CHC funding, the following provisions apply:
- 3.7.1 the Service User and/the Service User's Representative should notify Marston Care in writing as soon as an application for re-assessment by the Funding Authority is made. Assessments can take several months to complete and, where the Service User is applying for funding for the first time, Marston Care advises the Service User to apply in good time;
  - 3.7.2 the Service User shall be required to pay the full Fees due to Marston Care under this Contract until the date on which it has a legally binding financial agreement in place with the Funding Authority for the payment of the Service User's Fees;
  - 3.7.3 Marston Care may charge different rates for different standards of rooms at the Home. If the Fees paid by the Funding Authority are not sufficient to meet the Home's charges for the Service User's current room, then either (i) the difference must be met by a Third Party who must sign an agreement with Marston Care or (ii) Marston Care may require the Service User to change rooms by providing the Service User with four weeks notice in writing;
  - 3.7.4 if the Funding Authority awards funding to the Service User retrospectively, Marston Care will not provide the Service User with a refund of any Fees paid to date. It is the Service User's responsibility to negotiate any refund with the Funding Authority.
- 3.8 Fees will be reviewed annually on 1<sup>st</sup> April. Review of Fees will take into account the Service User's assessed needs at that time and other relevant factors such as maintenance costs, staff costs, insurances, utilities and the need for the Home to comply with any legal requirements. Marston Care also reserves the right to review the Fees on a more frequent basis in the following circumstances:
- 3.8.1 if material changes to legal requirements, the regulation of the Home or any exceptional circumstances outside of the control of the Home result in an increase in the Home's costs;
  - 3.8.2 if, as a result of a re-assessment, the Service User's needs change and an increased level of care is required to meet those needs.
- At least 28 days written notice will be given to the Service User of any changes in fees payable as a result of a review.

- 3.9 Any damage or breakages (which, for the avoidance of doubt, in this context means “beyond normal wear and tear”) caused by the Service User to fixtures/fittings or decorations in the Home will give rise to an additional charge being made to the Service User.

#### **4. CARE AND ACCOMMODATION**

- 4.1 Marston Care is registered with the Care Quality Commission and undertakes to provide and maintain a high standard of care as is required by the Health and Social Care Act 2008 and any subsequent amendments. CQC carry out inspections in accordance with their inspection procedures.
- 4.2 A pre-assessment will always be carried out prior to admission. Regular assessments of the Service User’s needs will be carried out during their stay at the Home.
- 4.3 No tenancy of any kind is intended to be created in respect of the room and the control of the room occupied by the Service User shall remain with the Home. In the interests of safety, the Home reserves the right to access a Service User’s room at any time, keeping in mind the Home’s policy of respecting the Service User’s privacy.
- 4.4 The Home reserves the right to offer alternative accommodation within the Home if such a course of action is reasonably considered to be in the best interests or safety of the Service User. The Service User shall be consulted by the Home and shall, where possible, be given 28 days notice of any proposed changes of room, the reason for the proposed change and any adjustment to the Fees. The Home will always endeavour to provide 28 days notice of any change but reserves the right to reduce the notice period where a care review has indicated that the change is necessary to ensure the continued safety of the Service User.
- 4.5 If the Home is unable to continue to provide the accommodation currently offered to the Service User and the Service User is unwilling to agree to the proposed change of room, the Service User may terminate this Contract on 28 days notice.
- 4.6 The Home operates a no smoking policy in all communal areas. Alcohol consumption is acceptable on a social basis. If consumption rises to an excessive level, the Home reserves the right to review the Service User’s placement at the Home.
- 4.7 Service Users’ religious needs are recognised and every effort will be made to ensure that they are able to retain their connections with the place of worship of their choice either through visits from ministers or by visiting their chosen place of worship.
- 4.8 The Home provides activities. If there is anything a Service User wishes to do, they should inform a member of staff and if possible, this will be facilitated. Some activities involve risk and a Service User or Service User’s Representatives feels it is not in their best interests to take part, they should inform the Manager.
- 4.9 All visitors are asked to sign in and out of the visitor’s book when entering and leaving the Home. Whilst there are no restrictions on visiting times, it is essential that the Home knows how many people are in the Home in case there is a fire. Fire procedures are detailed on the notice board.

#### **5. LAUNDRY**

- 5.1 Although great care is taken, the Home cannot accept any responsibility for loss or damage to Service User's clothing during laundering. It is most important that whenever possible all articles of clothing are name labelled prior to admittance.

## **6. PERSONAL BELONGINGS/INSURANCE**

- 6.1 It is recommended that Service Users take out their own insurance to cover personal possessions whilst staying at the Home. The Home provides insurance, which covers Service Users and their visitors. The insurance does not cover personal belongings in excess of £500 in value.
- 6.2 Service Users are asked to make use of the service provided for safe storage of valuables and monies. Marston Care cannot accept responsibility for any loss or damage to these items unless the Home acts in a negligent way and Service Users are asked to consider carefully whether to bring valuable items into the Home.
- 6.3 Service Users may bring personal possessions and items of furniture to the Home. These should be discussed with the Manager before admission. The Home reserves the right to exclude any items, which it deems unsafe or unsuitable. Electrical appliances, such as radios, televisions etc may be brought into the Home provided that they have been checked by an electrical contractor and confirm to Health and Safety Regulations. The Home will carry out annual checks on all items.

## **7. MEDICAL INFORMATION AND ASSISTANCE**

- 7.1 The Service User agrees to provide the Home with full and accurate details of his or her general health and details of his or her GP prior to taking up residence in the Home.
- 7.2 All drugs, medication and treatment creams must be handed in on admission and will be kept in a locked cabinet maintained by staff at the Home. Visitors must not provide the Service User with medication without the permission of the Home. Self-medication may be possible with the permission of the Home.
- 7.3 The Home shall ensure that all personal data is processed in a manner, which accords with the Data Protection Act 1998.

## **8. TERMINATION OF CONTRACT**

- 8.1 Subject to clause 8.2, this Contract shall continue in force until terminated by either Marston Care or the Service User giving 28 days written notice to the other party, or in the case of a Service User funded by a Funding Authority, such notice period as is required under the terms of Marston Care's contract with the Funding Authority.
- 8.2 Marston Care may give immediate, written notice to terminate this Contract in the following instances:
- 8.2.1 non-payment of Fees for four weeks or more from the due date for payment.
  - 8.2.2 if having consulted the Service User, the Service User's Representative and the Funding Authority (if applicable) concerning the present and future needs of the Service User, the Home considers it is no longer able to meet the Service User's needs;
  - 8.2.3 the Service User's behaviour is such that, having taken into account the type of care which the Home has promised to provide and other factors, the Home considers the Service User's continued placement may be seriously detrimental to the Home, its staff or other Service Users of the Home. If Marston Care wishes to terminate the Contract on this ground, it shall discuss its concerns with all relevant parties and, provided that the Service User is not causing or likely to cause immediate harm, give the Service User a reasonable opportunity to remedy the behaviour complained of, prior to giving notice of termination. If the Service User is

posing an immediate threat to staff, the Home or other Service Users, Marston Care reserves the right to terminate the Contract with immediate effect.

- 8.3 In the circumstances set out in clause 8.2, the Fees will remain payable until the Service User leaves the room, or the room is cleared of the belongings, whichever is the latest, and will be charged accordingly.
- 8.4 In all other circumstances (apart from those described in clauses 8.2) if the Service User leaves the Home without giving 28 days notice, Marston Care shall be entitled to charge the Fees for the whole of the notice period.

## **9. ABSENCES/DEATH**

- 9.1 Where a Service User is absent, for example for a hospital admission, Marston Care reserves the right to charge full Fees during the temporary absence. Provided the Fees continue to be paid in full, the Home will reserve the room for the Service User's return.
- 9.2 In the event of death of a Service User, either in the Home or in hospital, full Fees will remain payable for 5 days commencing on the date of death in order to allow time for removal of personal possessions from the room. Should the room not be cleared by the end of the 5 day period, the Fees shall remain payable in full until the room is cleared. Should a replacement be found during that period the Home will refund Fees for any period during which the room is occupied by the replacement.
- 9.3 Where the Service User is funded by a Funding Authority, the terms of Marston Care's contract with the Funding Authority will apply in respect of absence/death of the Service User.

## **10. LIABILITY**

- 10.1 Marston Care will take reasonable care in selecting or assisting the Service User with organising external suppliers to provide services directly to the Service User at the Home. Marston Care will give reasonable assistance to the Service User and the Service User's Representative should a concern or dispute arise in connection with those services. However, the contract for such services is made directly between the Service User (or the Service User's Representative if appropriate) and the external contractor. The Service User (or the Service User's Representative) shall be responsible for all costs incurred for the services.
- 10.2 Marston Care shall not be liable for any loss, damages, costs, claims, demands, expenses or liabilities of whatsoever nature arising out this Contract as a result of the following:
  - 10.2.1 If the Service User or the Service User's Representative or their relatives or friends fail to follow the Home's oral or written instructions or recommendations whilst visiting the Home;
  - 10.2.2 the supply to the Home of inaccurate, false, misleading, incomplete or out-of-date information concerning the Service User;
  - 10.2.3 failure by the Service User or the Service User's Representative to comply with the provisions of this Contract;
  - 10.2.4 if Marston Care has not breached any legal duty owed to the Service User or Service User's Representative.
- 10.3 Marston Care shall not be responsible if there is any interruption to the services where the interruption arises due to events beyond its reasonable control, for instance because of fire, extreme weather conditions, strike, terrorist activity, or outbreak of an infectious disease. In such circumstances, the Home will offer all reasonable assistance and take all reasonable steps to ensure continuity of care for the Service User.

10.4 For the purposes of the Data Protection Act 1998 the Service User/ Service User Representative consent to the processing of all or any personal data (in manual, electronic or any other form) relevant to your placement, by Us and/or any agent or third party nominated by Us and who is bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data. In line now with GDPR Data protection act 2018 we will keep your personal date during your placement and 10 years after unless instructed otherwise.

**11. COMPLAINTS**

11.1 If the Service User makes a complaint, he/she should refer to the Home's complaints procedure for guidance which is on display at the Home and contained in the Service User Guide.

**12. MISCELLANEOUS**

12.1 The Service User agrees that this Contract will take precedence over any other agreements made between the parties, verbally or in writing, and agrees to abide by this Contract. No variation of these terms is permitted unless any such variations have been previously agreed by Marston Care in writing.

12.2 This Contract is made in England and any dispute arising under it shall be governed exclusively by the laws of England and Wales.

12.3 The Contract (Rights of Third Parties) Act 1999 shall not apply to this Contract.

12.4 If a Service User is funded by a Funding Authority and any of the terms of this Contract conflict with the terms of the Funding Authority's contract with Marston Care the terms of the latter shall take precedence.

**Please make sure you have read the whole of this Contract before signing. You should take legal advice if you are unsure about anything.**

<b>SERVICE USER'S SIGNATURE*:</b>
Signed: .....
Date: .....
Name (please print): .....
<small>* to be completed if the Service User has capacity to sign the Contract</small>

**SERVICE USER'S REPRESENTATIVE SIGNATURE:**

To the best of my knowledge and belief, the Service User does/does not\* have legal capacity to enter into this Contract him/herself\*.

I sign this Contract:

1. [at the Service User's direction and in his/her presence]\*
2. [as the person responsible for paying the Fees]\*
3. [as the Service User's Attorney under an Enduring / Lasting Power of Attorney dated \_\_\_\_\_ and registered at \_\_\_\_\_ on \_\_\_\_\_ under reference number \_\_\_\_\_ ]\*
4. [as the Service User's Receiver / Deputy under reference number \_\_\_\_\_ ]

Signed:

.....

Date:

.....

Name (please print):

.....

\*Please amend / delete as appropriate.

**THIRD PARTY SIGNATURE:**

In signing this Contract I agree to pay the Top Up:

Signed:

.....

Date:

.....

Name (please print):

.....

**MARSTON CARE LIMITED:**

Signed:

.....

Date:

.....

Name (please print):

.....