

**HAILSHAM HOUSE (NEW ROAD) LIMITED**  
**Agreement for the Provision of Care Services**  
**(funded by East Sussex County Council Adult Social Care)**

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**ABOUT HAILSHAM HOUSE (NEW ROAD) LIMITED**

Hailsham House (New Road) Limited is registered with the Care Quality Commission as a Domiciliary Care Agency and a Nurses' Agency to provide both personal and nursing care services to residents of Hailsham House, New Road, Hellingly, Hailsham, East Sussex, BN27 4EW.

In this Agreement, Hailsham House (New Road) Limited is referred to as the "agency", "we", "us" or "our".

**ABOUT THIS DOCUMENT**

This document sets out our general terms and conditions that will apply if you decide to accept the provision of personal care and nursing care services from us. This Agreement may be amended from time to time to reflect changing circumstances and operational requirements affecting our business. You will be given at least one month's notice of any changes to the terms of this Agreement and the amended terms and conditions will then apply.

**1. OUR CHARGES**

**1.1 Method and Timing of Payment**

We will agree a flat weekly fee with you in advance, based on your choice of the following services and your individual needs:

- a) Personal Care Services as per 2(a) and 2(b) below
- b) Nursing Care Services as per 2(c) below
- c) Food and Drinks (except alcoholic beverages)

As you are receiving financial support from East Sussex County Council ("the Council"), we will issue you with a 2 part invoice every 4 weeks with the personal care element distinct from all other charges. You will forward the invoice to East Sussex County (ASC, FABI, 4<sup>th</sup> Floor, St. Mary's House, 52 St. Leonards Road, Eastbourne, East Sussex BN21 3UU) for the Council to pay us their contribution and you will pay us your contribution by Direct Debit at the end of each month.

**1.2 Increase in Charges**

**Periodic review:** The amount of the fee will be reviewed by us on the 1<sup>st</sup> of April every year. You will be given at least one weeks' notice of any increases in the fee, which will apply from the end of the notice period. As you are receiving financial support from the Council we will agree any increase with them. The Council will notify you directly of any change that you will need to make to your contribution.

**Other increases:** Apart from the periodic increases in charges, the fee may increase if your care needs increase and you are assessed as requiring a significantly greater level of care than your assessed level at the date of commencement of the Agreement. As you are receiving financial support from the Council, we have agreed specific cost arrangements with them as detailed on page 6 of this Agreement and by signing this Agreement you hereby confirm your approval to such arrangements.

### 1.3 Charges during periods of temporary absence from your home

The full fee applies during the 14 days of any temporary absence (for example due to holiday, visiting relatives/friends or hospitalisation). If the temporary absence exceeds 14 days, no fee will be charged until you have returned and home care is resumed

## 2. CARE SERVICES PROVIDED

- a) Personal care services within the Care Suite available 24 hours per day as and when required, covering:
  - (1) Response to calls on the staff call system.
  - (2) Care relating to personal hygiene and toileting.
  - (3) Assistance with feeding, eating and drinking.
  - (4) Promotion of continence and management of incontinence.
  - (5) Assistance with mobility and transfers, including help with getting up and going to bed.
  - (6) Promotion of independence and social functioning.
  
- b) Personal care services within the communal areas available 8.00am to 8.00pm seven days per week as and when required, covering:
  - (1) Response to calls on the staff call system.
  - (2) Care relating to personal hygiene and toileting.
  - (3) Assistance with feeding, eating and drinking.
  - (4) Promotion of continence and management of incontinence.
  - (5) Assistance with mobility and transfers.
  - (6) Promotion of independence and social functioning.
  
- c) Nursing care services available 24 hours per day as and when required, covering:
  - (1) Administration and monitoring of medication.
  - (2) Dressings.
  - (3) Injections.
  - (4) Feeding requiring nursing skills.
  - (5) Pressure injuries.
  - (6) Specialist incontinence management.
  - (7) Prosthesis management and appliances.

## 3. CARE PLANNING

- **On-going amendments:** The agency may make changes to the care plan as the need arises on the basis that the resident's representative will receive the latest version every three months.
- **Photographs:** The home is permitted to hold photographs of the resident for identification purposes and care records.
- **Procedure on Death:** This will take full account of the known wishes of the resident and family, as notified at the time of the resident's admission.

## 4. KEY-HOLDER

By signing this Agreement you authorise the agency's staff to hold keys to your suite for the sole purpose of gaining entry to your suite to enable care staff to deliver your agreed care and support services.

## **5. ACCESS TO YOUR SUITE**

Unless you have cancelled your service, our carer will expect you to be at home when he or she normally provides your “in-suite” care. If you do not open the door, the carer will naturally assume that it is because you are unable to do so and that you need help. In these circumstances, in order to ensure your safety, we will use the key to gain entry to your suite.

## **6. YOUR ATTENDANCE IN YOUR SUITE**

By signing this Agreement you authorise the agency’s staff to be in your suite without you or your representative being present, provided that the purpose of this is to deliver your agreed care and support services.

## **7. OUR CARERS**

Our carers are trained to provide the home care and nursing services that we have contracted to provide for you. You will be given the opportunity to state whether you have a preference for a female or male carer. We will always do our best to ensure that your preference is met; however, we cannot guarantee this. This is particularly so in emergency call-out circumstances. Although we will try to ensure continuity of carer, it is inevitable that from time to time a different carer will undertake your visit. This may happen, for example, because your usual carer is on holiday or is unwell.

## **8. CALLING EMERGENCY SERVICES**

By signing this Agreement you authorise the carer attending you to call the emergency services to attend to you whenever the carer considers it necessary to do so, even if at the time you instruct the carer not to do so. If this results in you being charged for the call out of any services provided, these charges will be your responsibility.

## **9. TEMPORARILY CANCELLING YOUR CARE SERVICE**

If you wish to cancel your care service on a temporary basis, you must advise us in writing or by telephoning us on 01323 442050, if possible at least 24 hours in advance. The charging structure outlined in clause 1.3 above will apply in this circumstance.

## **10. PERMANENTLY CANCELLING YOUR CARE SERVICE**

If you no longer wish to receive our personal care and nursing services, you can cancel this Agreement by giving us at least seven days’ written notice if you have been receiving the services for less than three months or at least 14 days’ written notice if you have been receiving the services for more than three months. We will continue to provide the relevant services to you until the notice expires if you so wish. If you cancel your care service with less than these notice periods, your charges will continue to be due until the end of the relevant notice period, even though you have stopped receiving the service before then.

In the event of death, the charges cease on the date of death.

## **11. LOSS OR DAMAGE OF YOUR PROPERTY AND POSSESSIONS**

It is very easy to mislay possessions and occasionally you might break something and forget about it. Sometimes forgetfulness can lead to misunderstandings. For this reason we have a firm rule that WE DO NO ACCEPT LIABILITY or responsibility for any breakages

or mislaid possessions unless there is undisputed evidence that this was caused through the fault of our carer.

## **12. INSURANCE**

Although we have both employer's liability and public liability insurance cover, these do not cover your personal possessions or any obligations you may have to third parties.

## **13. COMPLAINTS PROCEDURE**

Our reputation depends on our consistent provision of high quality care. But, despite our best efforts, sometimes things go wrong. We want to know quickly if you, your family or your representatives are dissatisfied with any aspect of the home care and nursing services we provide to you. We have a complaints procedure which should be followed to make a complaint. A copy of the procedure has been given to you with this Agreement.

## **14. DATA PROTECTION**

In order to provide home care and nursing services for you we need to hold certain records about you. Your (or your attorney's) signature on this Agreement constitutes your express consent for us to hold this information and use it for the purposes of providing the care services for you. You have the right under Data Protection Act to ask to see a record of the information we hold about you. We will comply with our obligations under the Act to respond to your request within the prescribed period.

## **15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Any rights that would be conferred on third parties by operation of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from any contract entered into between Graham Care Limited and you, your attorney or any person personally contracting with us on your behalf.

## **16. IMPORTANT INFORMATION FOR CLIENT'S REPRESENTATIVE**

If you are the representative of the client and sign this Agreement on the client's behalf, the terms and conditions in this Agreement will apply to you in the same way as they apply to the client. You will be personally bound by these terms and conditions unless you have signed this Agreement in the capacity of:

- The client's validly appointed attorney under either an enduring or lasting power of attorney and that power of attorney remains valid; or
- The client's validly appointed receiver.

If you are the client's validly appointed attorney or receiver at the time of signing this Agreement it is your responsibility to ensure that your appointment remains valid (or example by registering an unregistered enduring power of attorney at the time it becomes registrable). If your appointment as the client's attorney or receiver ceases to be valid, you will immediately become personally responsible for the client's obligations under these terms and conditions.

<b>Declaration by Client's Representative (if applicable)</b>	
I confirm that I have read and understood paragraph 16 of the Agreement.	
<b>Signature</b>	<hr/> (Client's Representative)
<b>Witness</b>	<hr/> Name (Print):  Address:

**EXECUTED** as a **DEED** by Hailsham House (New Road) Limited on (date) \_\_\_\_\_

Acting by its:

Manager )  
 )  
 )  
 )

**SIGNED** as a **DEED** on behalf of the client on (date) \_\_\_\_\_

<b>Property</b>	Suite XX		
<b>Commencement Date</b>	_____		
<b>Client's Name</b>	Mrs For Example		
	<b>Services</b>	<b>Fee per Week</b>	<b>To be provided?</b>
	• Food & Drink (excluding alcoholic beverages)	£41.00	Yes
	• Personal Care	£395.92**	Yes
	• Nursing Care (paid by the NHS directly to the Home)	£155.05	Yes, if needed
** Council funded placements are capped at this figure. If you are deemed to be eligible for Continuing Health Care following an assessment of needs these costs transfer fully to the NHS.			
<b>Client's, or their representative's signature</b>			
<b>Signatory's Name, Address and Relationship to Client</b>			
<b>Witness</b>	Signature: _____  Name (Print): _____ Address: _____		