

Terms and Conditions of Residence

**Provision of Accommodation
and Care Services Bupa UK**



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Part A

Agreement guide and key terms

Agreement guide

We recognise that moving into a care home is a significant decision. Our aim is to assist you in making the right choice by making the terms upon which we provide care and accommodation clear and transparent.

We will be entering into an **Agreement** in which both parties will have rights and obligations. Within our **Terms and Conditions**, we have attempted to set out those rights and obligations in plain, clear language.

You should have already been provided with two documents, each of which contains information which should have assisted you in your journey to deciding whether you want to move into a Bupa care home.

These two documents are our:

- **'Key Information Fact Sheet'**. This will have been made available to you during the process of your initial enquiries.
- **'Further Information Fact Sheet'**. This will have been made available to you at the time of your first visit to the care home.

If for any reason you have not received a copy of these documents or should you require further copies, please let us know and we will provide them to you.

This third document you are now being provided with is called the **'Terms and Conditions'**. As its title suggests, it contains the details of the terms and conditions that apply to your residence in one of Bupa's care homes, whether your residency is **Short Stay** or **Long Stay**. This document will be made available to you at the first practicable opportunity and we will endeavour to provide it to you before or at the time we undertake an assessment of your care needs.

Finally, you will be provided with a fourth document, which is the **'Agreement'**, which you are required to agree. The **Agreement** sets out the fee you will be charged. It also confirms the details of the Bupa care home you have decided to move into, and which Bupa company is the registered operator of that care home. By signing the **Agreement**, you are entering into a legally binding **Agreement** that incorporates the **Terms and Conditions**. Even if you or your representative fail to sign the **Agreement**, your moving into one of Bupa's care homes will be deemed by us as your agreement and the agreement of your representative, to its content and the content of the **Terms and Conditions**, both of which will then apply to your stay within one of Bupa's care homes for as long as you reside there.

The **Terms and Conditions** will apply to any and all placements within a Bupa care home unless there are alternative operative arrangements in place with a local authority and/or the NHS under which payment is being made for the care services we are providing. Even if there are such alternative arrangements in place, the **Terms and Conditions** and Bupa's fees chargeable within them (either in full if no payments have been made, or any shortfall there may be in their payment) will still apply in the event that: we are providing care and services to you in addition to those being funded by a local authority and/or the NHS; there are additional payments to be made by you in respect of the services being commissioned by a local authority and/or the NHS; the local authority and/or the NHS default in and/or retrospectively determine that you were not eligible to receive services funded by them and they claw back the payments they have made in respect of those services; a local authority and/or the NHS withdraw their funding

and you continue to reside in a Bupa care home.

By you entering into a Bupa care home in the knowledge that the **Terms and Conditions** will apply to you in these circumstances, you are agreeing to this.

It is very important that you fully understand all of the information contained within each of the above-mentioned documents, particularly the **Terms and Conditions** and the **Agreement**. We therefore advise that you review and consider their content very carefully so that you are fully aware how they apply to you. You should obtain independent legal advice if there are any issues within them that you do not completely understand, or if you have any queries at all as to how you may be affected by them now and into the future.

In summary, the above documentation consists of:

- (1) the Key Information Fact Sheet;
- (2) the Further Information Fact Sheet;
- (3) the Terms and Conditions;
- (4) the Agreement.

Key terms

We draw your specific attention to the following **Key Terms** that are contained within the Terms and Conditions. We summarise them here and state where they are to be found within the Terms and Conditions. We advise that you consider them carefully. Please note the following points are a summary only and you are referred to the full Terms and Conditions.

Trial period

(Clause 5) If you are on a **Long Stay** placement, you are entitled to a trial period of 28 days or longer if agreed with the **Manager** in writing. During this period, you may terminate your placement on 7 days' notice in writing. There is no trial period for a **Short Stay** placement.

Fees and fee reviews

(Clauses 6 – 8) The Total Fees payable and the amount of your contribution (if different) as at the date of your admission are set out in the Agreement.

Our range of fees is set out in the **Key Information Fact Sheet**. Fees are payable monthly in advance. The first month's fee must be paid before admission to the care home. The services covered by the fees include standard care, accommodation, food, laundry, utilities and a range of activities. We are able to provide additional services at additional cost.

Payments towards your fees made by any other funding body (local authority/NHS) will be deducted from the amount you are required to pay. However, you remain liable for the **Total Fees**. If your needs change and you require a higher level of care, the fees charged may increase. Fees are reviewed annually, if there is a change in your needs, or if there is a legislative or other change that impacts upon our costs. We may undertake an assessment of your ability to pay our fees and may require that you have sufficient funds to pay our fees for a minimum period of 2 years. We will provide you with 28 days' written notice of an annual fee increase.

Changes in funding arrangements

(Clause 9) If you become eligible to receive state funded financial assistance towards the cost of a care home placement (whether this assistance comes from your responsible local authority, the NHS or both), the amount of this financial assistance may not be sufficient to meet the full payment of our **Total Fees**. If this is the case, you and/or a third party (who will often be a family member) may be required to meet the shortfall. If you and/or a third party are unwilling or unable to meet the shortfall, we may decide to terminate our **Agreement** with you, thereby requiring you to leave the care home.

Self-funding resident

(Clause 1.11) A **'self-funding resident'** refers to a resident who is not eligible for either local authority or NHS Continuing Healthcare funding and is therefore responsible for funding their care home placement themselves. A **self-funding resident** can still receive a Funded Nursing Care contribution from the NHS. You are required to inform us if your placement is being arranged by a local authority, even though you are not eligible for financial assistance. You are required to provide us with a financial declaration at the outset and in any event within 7 days of you entering the care home and to keep us appraised of your financial position throughout your residency within the care home. This includes you giving your funding local authority an instruction and authorisation and any other information/authorisation they should require in order to discuss your financial position with us in connection with your financial assistance eligibility status. It also includes granting us the requisite authority to discuss these matters with your funding local authority. A refusal by you to provide this information and/or authorisations and co-operation, may lead us to terminate our **Agreement** with you thereby preventing you taking up residency in the care home, or requiring you to leave the care home.

Changes to funding arrangements - Third Party Top Up Agreement

(Clause 9) If you become eligible for local authority funded assistance, the amount that the local authority pays us may not meet our **Total Fees**. If this is the case, we may require that a third party (who will usually be a family member) agrees to pay the shortfall. In these instances, a formal agreement will most likely be entered into between the third party and the funding local authority regarding this payment. This is known as a **'Third Party Top Up'**. The third party should be aware that they will be liable to pay this fee throughout the period of your residency while your fees continue to be paid by the local authority. Default by the third party may result in you having to leave the care home.

Changes to funding arrangements - NHS Continuing Healthcare

(Clause 9) If you become eligible for **NHS Continuing Healthcare** funding, the Integrated Care Boards ('ICB's) and their statutory successors responsible for providing the funding may set a standard rate which they consider to be sufficient to meet your assessed nursing and care needs. However, this may be an amount which is less than our **Total Fees**. Should this happen and the ICB does not agree to pay our **Total Fees**, you may be required to pay the shortfall. If agreement cannot be reached between you, us and the ICB about our fees, it may result in you having to leave the care home.

First Party Top Up Agreement - 12 week property disregard

(Clause 9) When entering a care home for the first time a local authority may undertake a financial assessment to determine if you are eligible for state financial assistance. During the first 12 weeks of your placement in the care home, the local authority will disregard the value of your property in determining whether you are eligible to receive state financial assistance. If the local authority assesses that you are eligible during this 12 week period to receive financial assistance, the amount that the local authority is prepared to pay may not be sufficient to cover our **Total Fees**. In this situation, you may be required to pay the shortfall to meet the full cost of our fees. This is known as a **'First Party Top Up'**.

First party top up - Deferred Payment Agreement

(Clause 9) If you have a property to sell, a local authority may enter into a Deferred Payment Agreement with you whereby it agrees to meet the costs of care until such time as your property is sold, at which time you will repay to the local authority fees paid on your behalf. The local authority may not agree to pay our **Total Fees**. In this case you may be required to pay the difference. This is known as a **'First Party Top Up'**.

Termination

(Clause 10) For a **Long Stay**, following the trial period, either party may terminate this **Agreement** on a minimum of 28 days' written notice. Shorter notice of termination can be given by us if we are unable to meet your needs, or if your behaviour or the behaviour of a relative or visitor places you, other residents or our staff at risk of harm, or this behaviour is reasonably considered by us to be unacceptable, or the care home closes and/or Bupa's registration in respect of the care home is cancelled. For a **Short Stay**, either party may terminate this **Agreement** on a minimum of 7 days' written notice, with shorter notice in the same circumstances as for **Long Stays**.

Insurance

(Clause 11) You are responsible for arranging your own insurance for your belongings whilst at the care home (or being transported to and from the care home).

Temporary absence

(Clause 18) If you are absent from the care home (for example on holiday or during hospital admissions) your room will be reserved for you. If you are on a **Short Stay**, the **Total Fees** will be payable in full throughout the period of absence. If you are on a **Long Stay**, the **Total Fees** are payable in full during the first full week of absence. Thereafter, your **Total Fees** will be reduced by 10% but cannot be reduced further as many of our costs; for example; staff, mortgage and utilities are fixed costs which will not reduce if you are absent from the care home.

Complaints

(Clause 20) If you are unhappy with any aspect of the service you have the right to complain. We have a robust complaints process, the details of which are set out in our complaints policy. If you have cause to complain this will not affect your care, treatment or rights under the **Agreement**.

Lasting Power of Attorney

(Clause 21) If in the future you no longer have the requisite mental capacity to manage your affairs, you may need to appoint a representative by giving them Power of Attorney. Not having a Power of Attorney appointed can impact upon your ability to affect the payment of our fees and meet your obligations under the **Agreement**. We therefore recommend that you arrange for the appointment of a Power of Attorney to manage your financial affairs in the event that you are no longer able to.

Variation

(Clause 23.5) We reserve the right to vary the **Terms and the Conditions** of the **Agreement** in order to be able to deliver an effective and efficient service. If we vary the terms we will always act reasonably. Variations will be made in writing and 28 days' notice will be given.

Section B

Terms and Conditions

1. Definitions

- 1.1 In this document, where we refer to 'we', 'us' or 'Bupa' or to a similar expression, the reference is to the Bupa company that is registered as the operator of the Bupa care home where you are to reside.
- 1.2 References to the 'Home' are a reference to the Bupa care home where you are to reside.
- 1.3 References within this document to the 'Resident, you and yours' are references to the person named within the Agreement who is to receive the accommodation, personal care and (where necessary) nursing care.
- 1.4 References to the 'Nominated Representative' are references to: (1) the person with legal authority to act on your behalf, either under a Power of Attorney or as a Court of Protection appointed Deputy (in which case we require them to provide us with a copy of the document conferring that authority upon them); (2) the person acting as the Resident's representative but not under a Power of Attorney or Court of Protection Deputyship. If the Nominated Representative is acting under a Power of Attorney or Court of Protection Deputyship, they are only responsible for the payments due under the Agreement from funds that belong to the Resident and they do not have any personal liability for the amounts the Resident owes us. If the Nominated Representative is not acting under a Power of Attorney or Court of Protection Deputyship, but arranges care for the Resident, they are personally liable for the amounts the Resident owes us in the event that the Resident (or those authorised to act on their behalf) fails to pay the monies due to us under the Agreement.
- 1.5 References within this document to the 'Manager', are references to the individual responsible for the overall running of the Home.
- 1.6 Funded Nursing Care or FNC is a contribution paid by the NHS to the Home for the cost of nursing care provided by a registered nurse. It is not means tested and is based on assessment of need following criteria set out in a National Framework. Funded Nursing Care can be withdrawn if your assessed needs no longer meet the eligibility criteria.
- 1.7 NHS Continuing Healthcare or CHC is a free package of care for people who have a primary health need. Such care is provided to meet health and associated social care needs arising because of a disability, accident or illness. It is arranged and funded by the NHS. It is not means tested and is based on assessment of need following criteria set out in a National Framework. NHS Continuing Healthcare can be withdrawn if your assessed needs no longer meet the eligibility criteria.
- 1.8 Local Authority Funding is funding paid by the local authority to meet your assessed social care needs. Local Authority Funding is means

- tested and eligibility will depend on each local authority's assessment criteria. Local Authority Funding can be withdrawn if your assessed means no longer meet the eligibility criteria.
- 1.9 Third Party Top Up refers to a payment made by a third party towards the costs of the Resident's care in order to meet the shortfall between what a local authority will pay and the Total Fees charged.
- 1.10 First Party Top Up refers to a payment made by the Resident towards the costs of the Resident's care in order to meet the shortfall between what a local authority will pay and the fees charged.
- 1.11 Self-funding Resident refers to a Resident who is not eligible for local authority and/or NHS financial assistance and is therefore personally responsible for funding their care home placement (whether or not they make payment direct to the Home or to their responsible local authority) and regardless of whether the arrangements for their care are made by the local authority.
- 1.12 Short Stay refers to a Resident's period of residency within a Bupa care home that is for 31 days or less. If a Resident remains in the Home after 31 days, unless otherwise agreed with Bupa by way of an extension to the Short Stay period, the Resident's stay will be classed as a Long Stay. At this point, Bupa will write to the Resident/Nominated Representative and explain any changes to the fee.
- 1.13 Long Stay refers to a Resident's period of residency within a Bupa care home that is for more than 31 days.
- 1.14 Total Fee and/or Total Fees refers to the fees set out within the Agreement which the Resident is responsible to pay. Our fees are calculated and charged on the basis of the actual days in each calendar month.
- #### 2. Philosophy of care
- 2.1 Bupa's goal is to help people live longer, healthier, happier lives. Within our care homes and retirement villages, we aim to create safe and comfortable spaces that our residents can enjoy, and we hope that those residing within the Home will enjoy living there. Bupa, and the staff and management within the Home, will do everything possible to respect residents' rights, particularly by observing the values of privacy, dignity, independence and choice which can be compromised by living in a communal environment and having to cope with illness or disabilities. Bupa recognises that providing good care is a co-operative process and we will attempt to consult our residents and, where appropriate, their relatives, friends and representatives at all times and as fully as possible. This document should be read and interpreted in light of these principles.
- 2.2 Bupa aims as a minimum, to maintain such standards within the Home as are required by legislation.

3. Rights of residency/room allocation

- 3.1 Residency in the **Home** does not constitute a tenancy nor an assured tenancy under the Housing Act 1988 and does not create or infer any right to security of tenure. The **Resident** will be allocated a room on admission which they will occupy as a licensee only.
- 3.2 The **Resident** will not normally be asked to move from one room to another; however, we reserve the right to relocate a **Resident** to another room at any time to ensure we are able to deliver effective and efficient care services in line with their assessed needs. We will endeavour to provide a reasonable period of notice of such relocation and will discuss reasons with the **Resident** and their **Nominated Representative** unless there are exceptional circumstances which require an urgent move. If the move is unacceptable to the **Resident** and/or **Nominated Representative** (whether before the move or within 28 days after the move), then they have the right to terminate the **Agreement** with immediate effect and without penalty.
- 3.3 If the **Resident** chooses to move to a different room in the **Home** as a matter of personal preference, this may result in an increase or decrease to the **Total Fees**, depending on the price of the room.
- 3.4 **Bupa** shall have, and requires, full, free and unrestricted access to the **Resident's** room in order, amongst other things, to provide the services referred to in this document.

4. Health

- 4.1 On acceptance of their residence at the **Home**, a care plan will be prepared to outline the management of the **Resident's** care. The **Resident** or (where appropriate) their **Nominated Representative/relative(s)** will be invited to state what they want from their care and will be advised as to how we will endeavour to meet these objectives.
- 4.2 **Bupa** will comprehensively assess and document the **Resident's** health needs. Care will be provided in accordance with that assessment to ensure that the **Resident's** needs are met.

5. Trial period

- 5.1 In the case of a **Long Stay**, the **Resident** will be entitled to a trial period on first being admitted to the **Home**. This will be for a period of 28 days from the date of admission or for such other period as shall be agreed in writing between the **Manager** and the **Resident** and/or **Nominated Representative**. There is no trial period in the case of a **Short Stay Resident**.
- 5.2 During the trial period you or we may terminate this **Agreement** by giving seven days' written notice, which means you must leave the **Home** within seven days of that notice being given. All fees as prescribed in clause 6 are payable during this period.
- 5.3 Termination after the trial period will be in accordance with the provisions set out in Clause 10.

6. Fees

- 6.1 The **Total Fees** payable for the provision of services are set out in the **Agreement**.
- 6.2 **Total Fees** are payable from the date when we are informed by the **Resident** (or on their behalf by their **Nominated Representative**) that they wish to come to the **Home**, and we hold a place for them, unless otherwise agreed with the **Manager** in writing. If your residency is **Short Stay** and is for a period of less than fourteen days, you will be charged for fourteen days as a minimum unless otherwise agreed with the **Manager** in writing. This is subject to clause 10, which relates to payments after death. If your residency is **Short Stay**, you will also be required to pay the **Total Fees** for the period of your residency upfront, before you move into the **Home**. If your residency is **Long Stay**, you will be required to pay your initial month's **Total Fees** before you move into the **Home**.
- 6.3 Unless otherwise provided for within the **Agreement**, the **Total Fees** payable under the **Agreement** remain the liability of the **Resident**.

Services Included in Basic Fee

- 6.4 Unless otherwise stated, the **Total Fees** charged under the **Agreement** for the services provided hereunder include:
- staffing the Home on a 24-hour basis
 - personal care
 - accommodation
 - meals (breakfast, lunch and evening dinner), snacks and drinks
 - a reasonable choice of menus
 - (including special diets)
 - routine cleaning and decoration of rooms
 - maintenance of grounds and gardens
 - a range of on-site activities
 - the laundering of bed linen and personal clothing except for dry cleaning.

Changes in Care Needs

- 6.5 If the **Resident's** care needs change during the period of their residency, requiring greater staff input and support, we may increase the **Total Fees** in order to meet this higher level of support. An assessment of need will be undertaken before the fees are increased.
- 6.6 We will use our reasonable endeavours to provide the **Resident/Nominated Representative** with 28 days' notice of any change in fees to meet the cost of any higher level of care and support. Higher levels of care and support (for example 1:1 care) will only be initiated and charged after 28 days' notice has been given to the **Resident/Nominated Representative** unless it is required (in our reasonable opinion) in order to protect the **Resident** and/or other residents and/or staff from risk of harm. In this case we will give the **Resident/Nominated Representative** as much notice as is reasonably practicable in the circumstances, or if it is not possible to provide advance notice due to the urgency of the situation, notice will be provided as soon as is reasonably practicable after the increased care and support is implemented.

If you are not in agreement to pay the fees for the higher levels of care and support, you can terminate the **Agreement** upon providing 28 days' written notice, which means the **Resident** must leave the **Home** within 28 days of providing this notice.

Funded Nursing Care Contributions from the NHS

- 6.7 If the **Resident** requires nursing care, their responsible ICB will assess whether the **Resident** is eligible to receive **Funded Nursing Care ('FNC')**. **FNC** is a payment made by the NHS towards supporting the provision of registered nursing care to eligible care home residents. The payment is made directly by the NHS to the care home where the nursing care is being provided, and the **Resident** does not receive any money directly. If the responsible ICB has assessed that the **Resident** is eligible for **FNC**, any payments received will be deducted from the **Total Fees**. The **Resident** will, however, remain liable for the **Total Fees** if **FNC** funding is withdrawn or if the ICB defaults on payment.
- 6.8 If the **FNC** rate is increased by the NHS, Bupa will be entitled to retain the increase to cover its nursing costs. The **Total Fees** will therefore increase and the amount of the **Total Fees** to be paid by the **Resident** or any other party will remain the same and will not be reduced. Likewise, if the **FNC** rate is reduced by the NHS, the **Total Fees** will decrease and the amount of the **Total Fees** to be paid by the **Resident** or any other party will remain the same and will not increase.
- 6.9 If the **Resident** is admitted to hospital, the ICB may stop making **FNC** payments to the Home during the period of the **Resident's** hospital admission. As the **Resident** remains liable for the **Total Fees**, this may result in an increase in fees payable by the **Resident** for this period.

Payment of Fees

- 6.10 Fees are payable by Direct Debit in advance on the first day of each month unless alternative arrangements are agreed in writing with the **Manager**. Before the **Resident's** admission into the **Home**, a completed and signed direct debit mandate for the fees must be provided to us.
- 6.11 Fees paid by any method other than Direct Debit will incur an additional charge, which is set out in the **Agreement**. This is to cover our administrative costs of processing manual payments.
- 6.12 If written notice to terminate the **Agreement** has been given by **Bupa** or by the **Resident/Nominated Representative** in accordance with the terms of the **Agreement**, then any fees paid in advance to **Bupa** (insofar as those fees cover a period that is in excess of the required notice period) will be apportioned on a pro-rata basis and reimbursed to the **Resident**, save for any deductions made in accordance with the **Terms and Conditions** set out herein.
- 6.13 Any amount due under the terms of the **Agreement** not paid to **Bupa** on its due date will bear interest from the due date to the date of actual payment at a rate of 4% above the

prevailing base rate of National Westminster Bank. We will start charging interest on the day after the date on which payment is due to be made and will continue to charge it until the date the outstanding payment is paid in full in cleared funds.

- 6.14 **Bupa** will and is hereby authorised by the **Resident/Nominated Representative** to recover all legal fees, including but not limited to pre-action legal fees, legal fees incurred in issuing and pursuing court proceedings, and any other expenses incurred in pursuing payment of any overdue fees and other sums payable under the **Agreement** that are not paid in accordance with these **Terms and Conditions**.

7. Fee reviews

- 7.1 The fees that **Bupa** charge are calculated taking a number of factors into account. **Bupa** will carry out a review of its fees annually, or more frequently if one of the events set out in clause 7.5 below should arise.
- 7.2 The annual fee review usually takes place on 1 January. There will be a fee increase following the annual review which will apply to all residents, except in the case of those residents who entered the **Home** after 1 October in the year immediately before the annual review. While this increase will take effect automatically and notice of this increase is hereby being provided by these **Terms and Conditions**, we will nonetheless endeavour to write to you to remind you of the increase at least 28 days before it takes effect.
- 7.3 **Bupa** will apply an annual increase of 7% to the **Total Fees** (excluding any NHS Funded Nursing Care contribution to the **Total Fees**) per annum.
- 7.4 If a contribution is made to your fees by a local authority or the NHS through **Continuing Healthcare**, the local authority or NHS may not make an annual increase to its contribution by the same percentage as **Bupa's** annual increase. This may result in the amount that you are required to pay increasing by more than 7% of our **Total Fees**.
- 7.5 In addition to annual fee reviews, **Bupa** will carry out a review of its fees if one of the following situations arise:
- 7.5.1 There is a change in the **Resident's** care needs (including, but not limited to, the need to provide nursing care);
- 7.5.2 There is a change in any legal or regulatory requirements to which **Bupa** is subject, and which will lead to an immediate increase in its costs;
- 7.5.3 There is a change in the level of **FNC** paid by the ICB to reflect the increase in costs in providing nursing care;
- 7.5.4 There is an increase in our costs as a consequence of a pandemic.
- 7.5.5 In the event of high inflation and/or additional cost pressures – such that **Bupa** determines that the annual 7% increase provided for above is or is likely to be outpaced by inflationary and or cost pressures.

7.6 Save for where there is an urgent need to provide higher levels of care and support as set out in Clause 6 above, **Bupa** will provide notice to the **Resident/Nominated Representative** of any fee increase that is made under clause 7.5 at least 28 days in advance of any increase being implemented insofar as this is practicable, or as soon as is reasonably practicable in the circumstances.

7.7 At the time of providing notice of any increase in fees under clause 7.5, we will explain the reasons for the increase to you. If you are unhappy with the increase, you may terminate this **Agreement** by giving seven days' written notice, which means you must leave the **Home** within seven days of that notice being given. The fee increase will not apply during this seven day notice period.

8. Additional services

8.1 The **Additional Services** listed below are examples of services that can be provided at extra charge and which are not included within the **Total Fees**. Details of the extra charges will be provided upon request and before the additional services are provided.

8.2 **Additional Services** will be paid for directly by the **Resident/Nominated Representative**:

- Professional hairdressing – by arrangement with the contracted hairdresser.
- Dry cleaning.
- Personal purchases such as alcoholic beverages, confectionery, stationery, personal interest magazines/personal copies of newspapers, etc.
- Visitors' meals.
- Basic soaps and toiletries (soaps, hair shampoo, bath foam and toothpaste) are provided in the **Total Fees**. Any special requests beyond these items will be chargeable.
- Clothing, shoes and slippers.
- Telephone – outgoing calls on any telephone line installed in a **Resident's** room will attract charges as applicable from the provider, including line rental.
- Internet – internet connection is not included and will attract a charge.
- Television licences – **Residents** will need to obtain and fund their own television licence such as is required in law from time to time, for the use of a television in a **Resident's** own room. In some circumstances, it may be possible for the **Resident** to obtain a concessionary licence through the **Home**. If so, the **Resident** will remain liable for any costs as required in law.
- Chiropody – by arrangement with the contracted chiropodist (if not funded by the NHS).
- Physiotherapy – by arrangement by the GP or privately (if not funded by the NHS).
- Aromatherapy, reflexology.
- Off-site activities/events – at cost (including transport costs).

- Continence products – a charge will be made for any additional pads you may require beyond those that are provided to us by the NHS insofar as any are provided.
- Specialist medical equipment not made available at the **Home** and not provided by the NHS.
- Private taxi fares.
- Staff escorts – if the **Resident** requires an escort for appointments or when they are away from the **Home**, we may, subject to availability, provide a member of staff at a charge for the time they spend away from the **Home**. Please note that we cannot guarantee a staff escort will be available. The charge will be advised on enquiry to the **Home**.

9. Changes to funding arrangements

Eligibility for Local Authority Funding

9.1 Unless we are informed otherwise, we trust and assume that any **Resident** whose care is arranged within a **Bupa** care home by a local authority, is entitled to local authority financial assistance and that the **Resident** is not, therefore, a **Self-funding Resident** and not, therefore, liable to pay the fees for **Self-funding Residents** set out within the **Key Information Fact Sheet**.

9.2 A **Resident** who receives notification (whether directly or through their **Nominated Representative**) that they are or may be entitled to **Local Authority Funding**, will (whether acting themselves or by their **Nominated Representative**) engage and co-operate with their responsible local authority so that all such information as is requested and required by the local authority is provided to them so they may accurately assess the **Resident's** eligibility for **Local Authority Funding** and provide it or continue to provide it. Take notice that **Bupa** relies on this engagement and co-operation by the **Resident/Nominated Representative**. In the event that the **Resident's** responsible local authority refuses for any reason to pay for the **Resident's** placement (retrospectively and/or prospectively), the **Resident** will, unless otherwise agreed in writing by **Bupa**, be liable to pay the prevailing fees and charges for **Self-funding Residents** set out in the **Key Information Fact Sheet**, or any shortfall there may be (retrospectively since the date of the **Resident's** admission to the home and prospectively) between the **Total Fees** and the fee for **Self-funding Residents** set out in the **Key Information Fact Sheet**, including any shortfall which may arise as a result of the local authority recovering any payments that have already been made to **Bupa**.

9.3 In the case of those individuals who are **Self-funding Residents**, circumstances may arise during the period of their care home residency that lead to a change in the funding arrangements for their placement. Accordingly, a **Resident** may not have been eligible for **Local Authority Funding** at the time they entered a **Bupa** care home, but they subsequently become

- eligible due to a change in their financial circumstances. It is therefore important that the **Resident/Nominated Representative** is aware of the criteria for **Local Authority Funding** and that **Bupa** is able to establish before their admission into one of **Bupa's** care homes, how long the **Resident** is likely to remain responsible for meeting the cost of their own care home placement. **Bupa** therefore requires details of the **Resident's** financial status as set out in Appendix 1. All financial information which is provided to us will be kept strictly confidential.
- 9.4 The **Resident** remains liable for the **Total Fees** until the **Agreement** has been terminated and the **Resident** leaves the **Home**. It is therefore important that the **Resident/Nominated Representative** regularly reviews the **Resident's** financial position so that (as is applicable to the **Resident's** circumstances) an application for **Local Authority Funding** (for which the **Resident/Nominated Representative** will have responsibility) can be made in advance of the **Resident** falling below the financial threshold when assistance is available. Should the **Resident** become eligible for **Local Authority Funding**, **Bupa** retains sole discretion as to whether it is prepared to enter into an **Agreement** with a local authority regarding the funding of the **Resident's** placement within the **Home**. **Bupa** will not provide any financial advice to the **Resident/Nominated Representative** and does not accept any responsibility and/or liability in respect of the preservation of the **Resident's** finances (whether capital/income or other). Responsibility for seeking and obtaining any financial assistance that may be available rests entirely with the **Resident/Nominated Representative**.
- 9.5 The **Resident/Nominated Representative** agrees that as soon as it is reasonably practicable for them, they will provide **Bupa** with prior written notice that the **Resident** may become eligible for **Local Authority Funding**, such notice to be no less than 3 months. The **Resident/Nominated Representative** agrees that upon their receipt of confirmation that the **Resident** is eligible for **Local Authority Funding**, they will immediately inform **Bupa** that this is the case.
- 9.6 If the **Resident** becomes eligible for and chooses to accept **Local Authority Funding**, the **Agreement** will need to be terminated in accordance with the termination provisions set out in Clause 10 and if the **Resident** is to continue to stay within the **Home**, a new agreement will need to be entered into between **Bupa** and the local authority covering the new financial arrangements. The fees we charge may be higher than the fees which the local authority will pay. If this is the case, it may be necessary for **Bupa** and/or the local authority to enter into a separate agreement with a third party (typically a family member of the **Resident**) to meet the shortfall between the amount the local authority pays and our fees. This is referred to as a **Third Party Top Up**. The **Resident/Nominated Representative** should be aware that if there is a shortfall in fees, and a third party is not prepared to enter into a **Third Party Top Up** agreement to meet this shortfall, **Bupa** may decide to terminate the **Agreement** and the **Resident's** placement within the **Home**.
- 9.7 If in accordance with clause 9.5 above, the **Agreement** is terminated and a new agreement is entered into between **Bupa** and a local authority and/or a third party, **Bupa** expects the **Resident/Nominated Representative** to continue to comply with the spirit of the **Terms and Conditions**, which will continue to govern the provision of any services by **Bupa** to the **Resident** outside of those services that are commissioned by the local authority. If the local authority subsequently withdraws funding from the **Resident**, the **Terms and Conditions** will apply if the **Resident** continues to reside in a **Bupa** care home.
- 9.8 A **Third Party Top Up** agreement should be arranged through the local authority. Before agreeing to the **Third Party Top Up**, the local authority is required to consider whether it should meet the full cost of your placement. If the local authority does not provide its agreement to a **Third Party Top Up** agreement, **Bupa** may decide to terminate the **Resident's** placement within the **Home**. If the third-party defaults on the **Third Party Top Up** payments, **Bupa** may decide to terminate the placement.
- Eligibility for Continuing Health Care Funding or Funded Nursing Care**
- 9.9 If the **Resident** is admitted into the **Home** as a residential resident and their needs subsequently change, we will undertake a reassessment to determine whether the **Resident** requires nursing care. This may result in an increase in the weekly fee we charge to reflect the higher level of needs and service required to meet those needs.
- 9.10 If we consider that the **Resident** requires nursing care, while we will request an NHS assessment to determine whether the **Resident** is eligible to receive **Funded Nursing Care ('FNC')** or **Continuing Health Care ('CHC')**, the responsibility for seeking and obtaining **FNC** and/or **CHC** rests entirely with the **Resident/Nominated Representative**. **Bupa** does not accept any responsibility or liability for any losses arising out of or connected to any entitlement the **Resident** may have to **FNC** and **CHC**, which are both funded by the NHS.
- 9.11 If the **Resident** is eligible to receive **FNC** (a payment by the NHS towards the costs of care provided by a registered nurse) the **FNC** payment may not cover the full increase in our fees. We will give you 28 days' notice of any changes to the fees that will be charged.
- 9.12 Should the **Resident's** care needs change, and they are assessed as having a 'primary health need', the **Resident** may become entitled to **CHC**. The NHS will usually pay a standard fee which it assesses is sufficient to meet the **Resident's** assessed nursing and care needs. If the **Resident** becomes eligible for **CHC**, the **Agreement** will need to be terminated in accordance with the termination provisions set out in Clause 10 and if the **Resident** is

to continue to stay within the **Home**, a new **Agreement** will need to be entered into between **Bupa** and the responsible NHS Clinical Commissioning Group covering the new **CHC** financial arrangements.

9.13 Our **Total Fees** may be higher than the NHS will agree to pay. The NHS may determine that your needs can be met in a more basic care setting and/or alternative care home. If you become eligible for **CHC** during your stay, and the NHS refuses to meet our **Total Fees**, you may be required to meet the difference between our fee and the amount the NHS will pay.

9.14 As soon as is reasonably practicable after we are informed of the **Resident's** eligibility for **CHC**, we will inform the **Resident/Nominated Representative** of any additional fees we may require. If they are agreed, it will be necessary at that time to enter into a new **Agreement** detailing these charges and the funding arrangements to cover them. If the fees are not agreed, we may (with the **Resident's/Nominated Representative's Agreement**) be able to move you to a cheaper room if one is available. You should be aware that if you are not prepared to enter into an **Agreement** to pay the difference in fees, or an alternative standard room is not available or you do not agree to move to that room, we may decide to terminate the **Resident's** placement in the **Home**.

9.15 In some circumstances, **Bupa** may not be informed by the funding ICB that the **Resident** has been awarded **CHC**. Accordingly, as and until **Bupa** receives written confirmation that the **Resident** is eligible for **CHC**, as provided for under clause 9.17, the **Agreement** will continue to operate. For the avoidance of doubt, the **Agreement** and the **Total Fees** due thereunder, will operate during any period(s) for which **CHC** eligibility may be retrospectively applied by the ICB.

9.16 If **Bupa** does not require the payment of any additional fees and does not therefore need to enter into a new **Agreement** with the **Resident/Nominated Representative** as provided for under clause 9.14, **Bupa** expects the **Resident/Nominated Representative** to continue to comply with spirit of the **Terms and Conditions**, which will continue to govern the provision of any services provided by **Bupa** to the **Resident** outside of those services that are commissioned by the NHS.

9.17 As eligibility for **CHC** is based on health criteria, **CHC** funding may be withdrawn should a **Resident's** health needs improve or be deemed to improve by the responsible ICB. In some circumstances, **Bupa** may not be informed by the responsible ICB that **CHC** funding has been withdrawn. It is the responsibility of the **Resident/Nominated Representative** to advise the **Home** that **CHC** funding has been withdrawn. Should this happen to the **Resident** at any time, their continued residency within the **Home** will be subject to the **Terms and Conditions** and **Bupa's** fee rates (which may be higher than those being paid under the **CHC** arrangements) from the date that the **CHC** funding is withdrawn, even if the

Resident/Nominated Representative files an appeal against the **CHC** having been withdrawn.

Retrospective Funding Decisions

9.18 In some circumstances a local authority or the **NHS** may retrospectively determine that a **Resident** is entitled to receive **Local Authority Funding, FNC** or **CHC** funding. Should this happen, the **Resident** will remain liable for the full fees charged under the **Agreement** up until the time when the **Agreement** is terminated in accordance with the termination provisions set out in Clause 10, and a new agreement entered into between **Bupa** and the funding body. **Bupa** will have an absolute discretion as to whether or not to reduce the fees payable in the new agreement. If a decision is made to reduce the fees in the new agreement, **Bupa** may backdate our reduction but only for a maximum of 28 days from the date when the paying local authority/ **NHS** notifies us in writing.

If the fees the local authority or **NHS** agree to pay are lower than those that we charge, the **Total Fees** under the **Agreement** remain payable until the **Agreement** is terminated. Any refunds will have to be made to the **Resident** by the local authority and/or **NHS**. **Bupa** will not be liable for refunding any fees paid under the **Agreement**.

Twelve Week Property Disregard

9.19 When undertaking a financial assessment to determine eligibility for **Local Authority Funding**, a local authority will disregard the value of the **Resident's** property for a period of 12 weeks. This may result in the local authority meeting all, or contributing to, the costs of the **Resident's** care during this period. If the fees the local authority agrees to pay during this period are lower than the fees we charge, the **Resident** may be required to meet any shortfall. This is called a '**First Party Top Up**'.

You are required to inform us if a local authority is disregarding your property for the purposes of assessing your eligibility during the 12 weeks after your admission to the **Home**.

Deferred Payment Agreement

9.20 If you have entered into a Deferred Payment Agreement with a local authority the **Resident/Nominated Representative** is required to disclose this to us.

A local authority will pay the costs of your care until you have sold your property. If the fees the local authority agrees to pay during this period are lower than our **Total Fees**, you may be required to meet any shortfall. This is called a '**First Party Top Up**'. This charge may be applied retrospectively to the time of the **Resident's** admission to the **Home** if the **Resident/Nominated Representative** failed to inform us that they have entered into a Deferred Payment Agreement, as a consequence of which **Bupa** entered into an **Agreement** with a local authority for the **Resident's** residency in the **Home** at lower fee rates than **Bupa** would have charged the **Resident** had they been admitted to the **Home** as a **Self-funder**. Any retrospective payment(s) will be for the shortfall between the amount received

from the local authority and the amount which **Bupa** would otherwise have charged the **Resident** had **Bupa** been aware of the Deferred Payment Agreement.

Discharge to Assess

- 9.21 If the **Resident's** placement has been arranged by a local authority, ICB or NHS Trust in order to facilitate the **Resident's** prompt discharge from hospital on a 'Discharge to Assess' basis, the **Resident/Nominated Representative** will be required to sign the **Agreement** confirming that they will be responsible for the terms set out in the **Agreement** (including the fees) from the time of the **Resident** admission to the **Home**. If a local authority, ICB or NHS Trust pays our fees during the assessment period, no charge will be made to the **Resident**. The **Resident** will be responsible for our fees in the event that the local authority, ICB or NHS Trust determines that the **Resident** is not eligible to receive state funded support or in the event that state funded support is withdrawn.

10. Termination

Termination on Death

- 10.1 The **Agreement** will terminate immediately on the **Resident's** death.
- 10.2 The room must be cleared within three days after the date of death.
- 10.3 In the event of the **Resident's** death, **Total Fees** will continue to be charged **either**:
- 10.3.1 For the above stated three day period following the **Resident's** death, provided their room is cleared of all their possessions. If, once their possessions have been removed, the room becomes occupied by another resident during this three day period, fees will only be charged for the period during which the room is unoccupied; or
- 10.3.2 If any possessions remain in the **Resident's** room beyond this three day period, fees will continue to be charged until such time as they are removed, subject to a maximum total charge of 10 days.
- 10.4 Any fees paid in advance to **Bupa** will be reimbursed for the period after the **Resident's** death which the fees were to cover. This reimbursement will be on a pro rata basis, save for any deductions made pursuant to the **Agreement**.
- 10.5 On the **Resident's** death, the **Nominated Representative** agrees to and will inform **Bupa** of the details of the executors/administrators appointed by the **Resident's** estate.
- 10.6 The **Nominated Representative** agrees to and will inform the appointed executors/administrators of the **Resident's** estate of any fees that remain outstanding within seven days of the date of the **Resident's** death.

Termination by Bupa – Long Stay Residency

- 10.7 **Bupa** may terminate the **Agreement** in any of the following situations:
- 10.7.1 the **Resident/Nominated Representative** fails to pay the fees due and payable under the **Agreement**;

- 10.7.2 **Bupa** in its own reasonable opinion can no longer continue to provide care which is appropriate for the **Resident's** needs within the **Home**;
- 10.7.3 there is an irreconcilable breakdown in the relationship between **Bupa** and the **Resident** and/or the **Resident's** relatives, visitors or **Nominated Representative** which, in **Bupa's** reasonable opinion, interrupts the service or safe delivery of care to the **Resident** or other service users;
- 10.7.4 the **Home** closes and/or **Bupa's** registration in respect of the **Home** is cancelled;
- 10.7.5 where, in the reasonable opinion of **Bupa**, the **Resident's** behaviour (or the behaviour of a relative or visitor of the **Resident**) is disruptive and/or presents a risk of harm to other service users in the **Home** or to their welfare, or its staff (in which case **Bupa's** right to terminate will be exercised reasonably, taking account of the type of care that the **Home** has agreed to provide to the **Resident** and after all reasonable efforts have been made by **Bupa** to manage the risk);
- 10.7.6 the **Resident's** funding arrangements change and there is no person willing to enter into a **Third Party Top Up Agreement**;
- 10.7.7 the **Resident/Nominated Representative** refuses to pay additional charges not met by **CHC** and/or **FNC** payments.
- 10.8 In such cases **Bupa** will endeavour to work with the **Resident/Nominated Representative**, professionals and the **Resident's** family to assist in the determination of appropriate alternative accommodation for the **Resident**.
- 10.9 **Bupa** will give no less than 28 days' written notice save for clauses 10.7.2, 10.7.3, 10.7.4 above where the notice period will be a minimum of seven days' notice of termination.
- 10.10 Notice will be given in writing and served on the **Resident/Nominated Representative** at the email addresses set out within the **Agreement**. If no email addresses are provided, notice will instead be given by sending it to the addresses set out within the **Agreement**.

Termination by Bupa – Short Stay Residency

- 10.11 The **Agreement** will terminate immediately on expiry of the **Short Stay** period unless the period is extended in writing with the agreement of **Bupa** before the expiry of the **Short Stay** period.
- 10.12 The **Resident** is required to vacate the **Home** by 12:00pm on the last day of the **Short Stay** period. If the **Resident** remains in the **Home** and there is no agreement to extend the **Short Stay** period, the **Resident's** residency will be classed as a **Long Stay** and the **Terms and Conditions** as they apply to **Long Stays** will apply accordingly.
- 10.13 Any request to extend the **Short Stay** period must be made as soon as reasonably practicable to ensure that the **Home** is able to accommodate the extension. **Bupa** cannot guarantee it will be able to agree to any extensions. If an extension is not granted, the **Resident** must vacate the **Home** as provided for under clause 10.12.
- 10.14 **Bupa** may terminate the **Agreement** in any of the following situations:

- 10.14.1 the **Resident/Nominated Representative** fails to pay the fees due and payable under the **Agreement**;
- 10.14.2 **Bupa** in its own reasonable opinion can no longer continue to provide care which is appropriate for the **Resident's** needs within the **Home**;
- 10.14.3 there is an irreconcilable breakdown in the relationship between **Bupa** and the **Resident** and/or the **Resident's** relatives or **Nominated Representative** which, in **Bupa's** reasonable opinion, interrupts the service or safe delivery of care to the **Resident** or other service users;
- 10.14.4 the **Home** closes and/or **Bupa's** registration in respect of the **Home** is cancelled;
- 10.14.5 where in the reasonable opinion of **Bupa** the **Resident's** behaviour (or the behaviour of a relative or visitor of the **Resident**) is disruptive and/or presents a risk of harm to other service users in the **Home** or to their welfare, or its staff (in which case **Bupa's** right to terminate will be exercised reasonably, taking account of the type of care that the **Home** has agreed to provide to the **Resident** and after all reasonable efforts have been made by **Bupa** to manage the risk);
- 10.14.6 the **Resident's** funding arrangements change and there is no person willing to enter into a **Third Party Top Up Agreement**; and/or the **Resident/Nominated Individual** refuses to pay additional charges not met by **CHC** and/or **FNC** payments.
- 10.15 In such cases **Bupa** will endeavour to work with the **Resident/Nominated Representative**, professionals and the **Resident's** family to assist in the determination of appropriate alternative accommodation for the **Resident**.
- 10.16 **Bupa** will give no less than seven days' written notice save for clauses 10.14.2, 10.14.3, 10.14.4 above where the notice period will be a minimum of 24 hours' notice of termination.

Termination by the Resident/Nominated Representative

- 10.17 Save as provided for to the contrary herein, the **Resident** may terminate the **Agreement** upon giving **Bupa** not less than 28 days' written notice of termination.
- 10.18 Should the **Resident** vacate the **Home** before the expiry of the 28 day notice period, the full fees due for the Notice period will remain payable.
- 10.19 If the **Resident** vacates their room during the notice period and the room is used to accommodate another resident before the end of the notice period, the fees due for the remainder of the notice period will be reduced to take into account any sums received during that period.
- 10.20 In the case of a **Short Stay** residency, the **Resident/Nominated Representative** may terminate the **Agreement** upon giving **Bupa** not less than seven days' written notice of termination.

11. Insurance

- 11.1 The **Resident/Nominated Representative** is responsible for arranging their own insurance for their belongings (including hearing aids) whilst at the **Home** (or being transported to and from the **Home**).

12. Smoking and alcohol

- 12.1 The **Home** is non-smoking. **Residents** are asked to discuss smoking arrangements prior to admission. Smoking is only permitted in designated smoking areas within the grounds of the **Home**. It is not permitted in the bedrooms or in any area of the **Home** building and no exception can be made.
- 12.2 **Residents** may consume alcohol in accordance with any licensing restrictions at the **Home**. Any consumption of alcohol is at your own risk and we can accept no responsibility for any loss, damage or injury you may suffer as a result of alcohol consumption, except where we have been negligent or breached our duty of care to you.

13. Equality and diversity

- 13.1 **Bupa** operates an equal opportunities policy with regards to the users of its services and to the employment of staff. This being the case, the **Resident** has the right to refuse the care of any employees at the **Home** for their own personal reasons, but if in an emergency that member of staff is the only person qualified to give the necessary care and the **Resident** continues to refuse that person's help it will be entirely at the **Resident's** own risk.
- 13.2 The **Resident's** cultural and religious beliefs will be respected, and we will endeavour to meet all of their reasonable requirements so far as is reasonably practicable.

14. Visiting

- 14.1 Visiting times are as flexible as possible and the **Home** will advise the **Resident** of the times visits may be made to the **Home**. If treatments are to be carried out during the course of a visit the **Home** may request that visitors wait outside the room until the **Resident** is ready to receive them.
- 14.2 **Bupa** may have to take steps to minimise the risk of cross infection in the event of a pandemic or outbreak of an infectious disease/illness within the **Home**. You will be made aware of the implementation of these steps and will be required to adhere to them, even if this may require restrictions upon visitors or their exclusion from the **Home** altogether.
- 14.3 Visitors can be provided with meals at a reasonable price and with notice; non-alcoholic drinks are available free of charge.
- 14.4 In the interest of general safety visitors are required to sign in and out and to inform staff if a **Resident** is leaving the premises with them.
- 14.5 All visitors to the **Home** must conduct themselves in such a manner as not to disturb the peaceful enjoyment of the **Home's** community. Visitors must also be civil towards staff and the **Manager** reserves the right to restrict visitors who cause difficulties within the **Home**.
- 14.6 Should the **Resident** choose to leave the **Home** with a visitor and without being accompanied by a member of the **Home** staff, **Bupa** do not accept any liability for the **Resident's** health, life or well-being while they are away from the **Home**.

15. Medication

- 15.1 As part of the admission process the **Resident** must declare to the **Manager** or Senior Nurse all medications and treatment creams that are currently used.
- 15.2 If the **Resident** wishes to self-administer all or some of their prescription or non-prescription medications and treatment creams, then an assessment of their capability to self-medicate will be undertaken at the time of admission. If the assessment indicates that self-medication is appropriate, the **Resident** will be asked to sign an agreement recording the decision and from that point **Bupa** accepts no responsibility and will have no liability in such circumstances unless due to any act of neglect or default on the part of **Bupa** or its agents or an employee of **Bupa**. The agreement, when signed, will be placed in the **Resident's** care file. **Bupa** will review the assessment on an ongoing basis. The **Home** will be responsible for ensuring the **Resident** receives their medication from the pharmacist on a regular basis. Medication must be kept in a secure place in the **Resident's** room, and a lockable drawer will be provided for this purpose.
- 15.3 If the **Resident** either chooses not to be self-medicating or the assessment of the **Resident's** capabilities indicates that they are not capable of self-medicating, then the medications and treatment creams will be retained by the **Manager** or person in charge on admission.
- 15.4 In the event that a **Resident** who has not signed a self-medicating agreement wishes to self-administer any non-prescribed medications and treatment creams eg paracetamol, the **Resident** should inform the **Manager** or nurse in charge before doing so and **Bupa** accepts no responsibility and will have no liability in such circumstances unless due to any act of neglect or default on the part of **Bupa** or its agents or an employee of **Bupa**.

16. Personal possessions and finances

- 16.1 You may bring into the **Home** such items of furniture, equipment and personal effects as agreed with the **Manager** and subject to inspection by us as to their condition and safety. In particular, **Bupa** reserves the right to inspect electrical equipment brought into the **Home** by or for the **Resident** and to prohibit the use of such equipment as may be considered by them to be unsafe or potentially unsafe.
- 16.2 On admission an allocated member of staff will complete an inventory detailing the **Resident's** personal effects. We will ask for a declaration of any valuables that the **Resident** may have with them including cash. Every reasonable care is taken with your belongings but we do not recommend valuables are brought into the **Home**. You are requested not to keep sums of cash in excess of your immediate needs, or valuables (especially jewellery) in your room or on your person. A safe-keeping facility is available for the deposit of small valuable items or cash. However, except in the case of our negligence or fraud, we do not accept any liability for the safe keeping of such items.

- 16.3 Our insurance provisions are set out in Clause 11. **Bupa** does not accept responsibility for loss or damage to **Resident's** personal possessions unless damage was caused by staff.
- 16.4 Personal clothing is laundered either in our laundry on site, or an offsite laundry, and all reasonable care will be taken with the handling of the **Resident's** clothing. All personal clothing must be named prior to being brought into the **Home** with a small tag name woven into the garment. The **Home** will use all reasonable endeavours to prevent damage to clothing. However, we request that all items of clothing are machine washable at high temperatures and can be tumble dried. **Bupa** does not accept responsibility for lost items that are not appropriately labelled. **Bupa** does not accept responsibility for damage caused to items not suitable for washing at high temperatures and being tumble dried.
- 16.5 All the **Resident's** personal possessions must be removed from the **Resident's** room within three days after the **Resident's** death or in the event of the **Resident** moving from the **Home**, by no later than the time of the **Resident's** departure from the **Home**. In the event that personal possessions are not removed within the time set out in this clause, **Bupa** will after this period arrange for the possessions to be safely removed to a storage facility and all costs incurred for doing this will be charged at cost to the **Resident** or their estate. If the items are not collected from storage within eight weeks the **Resident/Nominated Representative** hereby authorise **Bupa** to arrange for the items to be sold or destroyed. If the possessions are sold, we will credit any sums received on sale to the **Resident's** account, less any costs incurred in the sale and less our reasonable expenses.
- 16.6 Unless you ask us not to assist you with your personal allowance, we will hold any personal allowance paid to you in a bank account. You will be given all necessary support to access your money and advised, upon request, of your balance. Provided that the bank where the account is held pays interest, the amount of interest payable by the bank on your money held in the account will be credited to you.

17. Benefits

- 17.1 We do not give advice in relation to your personal finances or the benefits to which you may be entitled. We recommend that you seek independent professional advice on these matters. **Bupa** may, if requested, use reasonable endeavours to identify independent professional advisers to assist you with your personal affairs. By doing so we do not recommend or endorse that particular professional and accept no liability for any advice or action taken by such adviser. Any such professional adviser shall be responsible for its own acts and omissions.

18. Temporary absence

- 18.1 If you are absent from the **Home** (for example on holiday or during hospital admissions) your room will be reserved for you. If you are on a **Short Stay**, the **Total Fees** are payable in full throughout the period of absence. If you are on

a **Long Stay**, the **Total Fees** are payable in full during the first full week of absence. Thereafter, the **Total Fees** will be reduced by 10% but cannot be reduced further as many of our costs, for example, staff, mortgage and utilities are fixed costs which will not reduce if you are absent from the **Home**.

19. Data protection, GDPR and confidentiality

19.1 **Bupa** will comply with its statutory duties under the Data Protection Act 2018, GDPR and its duties of confidentiality. **Bupa** will take all reasonable steps to ensure that the information it holds about the **Resident** remains confidential and secure. Unless required by law or in circumstances that **Bupa** deems necessary to ensure that the **Resident's** care needs are met, confidential information will not be disclosed without the **Resident's** prior consent.

19.2 **Bupa** is required by law to share personal information about people who use the service with other bodies at their request, for example our regulator, the Care Quality Commission/ Care Inspectorate, the police or the local authority safeguarding team. The Care Quality Commission/Care Inspectorate can request to see any documentation the **Home** holds about people who use the service for the purpose of fulfilling its regulatory functions. **Bupa** cannot object to disclosure of this information.

However, if the **Resident/Nominated Representative** objects to any personal information **Bupa** holds about them being shared, **Bupa** can bring this to the attention of the Care Quality Commission/Care Inspectorate, who should then discuss the matter with the **Resident/Nominated Representative** before accessing their information. This will be discussed with the **Resident** during the care planning process.

20. Comments, complaints, grievances

20.1 **Bupa** strives to provide a quality service and requires your input to ensure that an appropriate level of resident satisfaction is achieved. We welcome your comments, both positive and negative, regarding the service you receive. These are a part of our governance system that enables us to learn and improve the services we offer. A copy of how to make comments, or register concerns or complaints is contained within our complaints leaflet, which is available in your room and from the **Manager**.

20.2 If you are in any way dissatisfied with our service, please discuss this with the **Manager** or the person in charge as soon as possible. If you wish to register a formal complaint, it is vital you follow our Complaints Procedure to ensure we fully consider your grievance.

21. Lasting power of attorney

21.1 During the period of your stay with us, you may require assistance in managing your financial affairs or, due to a deterioration in your health, you may not have the capacity to continue to manage your affairs. This can result in difficulties in managing payments in accordance with the

Agreement which can be difficult to resolve and may lead to non-payment of fees and termination by **Bupa**. **Bupa** recommends that as soon as reasonably practicable after entering into the **Agreement**, you therefore prepare a Lasting Power of Attorney for both property and financial affairs, and personal welfare matters, to ensure that your affairs can continue to be managed.

22. Social media and consent

22.1 You/your **Nominated Representative** will be asked during the **Home's** admission process whether you/they consent to photographs of you being shared on social media, including but not limited to Facebook, Twitter and Instagram. If there is any change to the position with that consent, you/your **Nominated Representative** must notify the **Home** in writing. **Bupa** is always entitled to rely on the last stated position on consent.

23. Additional terms

23.1 Force majeure

Bupa shall be under no liability for any failure to perform any of its obligations if and to the extent that the failure is caused by any circumstances which are beyond its reasonable control.

23.2 Notices

Any notice to the **Resident/Nominated Representative** may be validly given if sent by email (where an email address is given in the **Agreement**), post or hand delivered. Notices sent by post will be deemed to be received forty-eight (48) hours after posting.

23.3 Severance

The invalidity, unenforceability or illegality of any provision (or part of a provision) of the **Agreement** under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the intentions of the parties.

23.4 Waiver

No waiver by either party of any breach or non-fulfilment by the other party of any provision of the **Agreement** shall be deemed to be a waiver of any subsequent or other breach of that or any other provision of the **Agreement** and no failure to exercise or delay in exercising any right or remedy under the **Agreement** shall constitute a waiver thereof. No single or partial exercise of any right or remedy under the **Agreement** shall preclude or restrict the further exercise of any such right or remedy.

23.5 Variation

23.5.1 **Bupa** reserves the right to vary the **Terms and Conditions** applicable to the **Agreement** from time to time to ensure **Bupa** is able to deliver effective and efficient care services in line with assessed needs. When making any variation **Bupa** will always act reasonably and for valid reasons, for example, changes that are necessary to give effect to new health and safety laws or

- sector regulations, or to improve the service that we provide to you, or fee increases made in accordance with the **Agreement**.
- 23.5.2 Save in cases where there is a change in needs requiring a more immediate response, variations will be notified in writing 28 days in advance and will take effect from the date stated in the notice. Where a change in needs requires earlier intervention in order to meet a change in needs, then notification will be provided at the earliest opportunity, usually within seven days.
- 23.5.3 No variation of our **Agreement** or **Terms and Conditions** shall be valid unless it is in writing.
- 23.5.4 If you object to any changes to the terms of the **Agreement** or **Terms and Conditions** you have the right to terminate the **Agreement** without penalty upon providing seven days' written notice. If you do not provide seven days' notice prior to the date when the variation is to take effect, you will be deemed to have accepted the variation. If you do provide notice and it takes effect after the date stated within the variation notice, the variation will not take effect during your seven day notice period.
- 23.6 **Entire agreement**
The **Agreement** along with documentation which notifies you of changes to your fee or to the **Terms and Conditions** from time to time, constitutes the entire **Agreement** between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in the **Agreement**.
- 23.7 **Third party rights**
A person who is not party to the **Agreement** shall have no right under the **Agreements** (Rights of Third Parties) Act 1999 to enforce any term of it.
- 23.8 **Governing law and jurisdiction**
The **Agreement** shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.
- 23.9 **Consumer agreement regulations**
The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
The Consumer Contract Regulations 2013 apply to you as a "consumer". **If the Agreement is signed away from the Bupa's place of business (the Home) then you have the right to cancel the Agreement within 14 days without giving any reason.** The cancellation period will expire after 14 days from the day the **Agreement** is agreed. To exercise the right to cancel, you must inform us of your decision to cancel the **Agreement** by a clear statement (eg a letter sent by post or e-mail). If you cancel the **Agreement**, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay. If you request us to commence the performance of services during the cancellation period, you shall pay to us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of the **Agreement**. If the service, you have instructed us to provide is completed during the cancellation period you will have no right to cancel the **Agreement**.
- 23.10 **Privacy notice**
- 23.10.1 As part of the services we offer, we are required to process personal data about our **Residents** and, in some instances, the friends or relatives of our **Residents**. "Processing" can mean collecting, recording, organising, storing, sharing or destroying data.
- 23.10.2 We are committed to providing transparent information on why we need your personal data and what we do with it.
- 23.10.3 Information about how we collect, process, retain and share your data together with details of your rights to access, rectify and delete data that we hold about you is set out in the Privacy Notice (Appendix 2). Our full UK Privacy Notice can be found at bupa.co.uk/privacy.
- 23.11 **Gifts**
Bupa's staff members are not permitted to accept gifts individually from any **Resident/Nominated Representative**. Gifts which benefit the **Home** and all residents equally, or all our staff equally, can be accepted. The **Manager** will advise on how this can be arranged.
- 23.12 **Witnessing Legal Documentation**
Bupa's staff members are not permitted to act as witness in respect of any **Resident's** legal documentation.
- 23.13 **Pets**
You may, at the absolute discretion of the **Manager**, bring a small domestic pet into the **Home** provided that you agree this with the **Manager** in advance. If this is agreed by the **Manager**, you must accept the following conditions:
- You accept full responsibility for the care, feeding and exercise of the pet. We do not accept any liability for veterinary bills, foodstuffs and/or other costs associated with the pet; and
 - We shall require that the pet is removed if it persistently enters the catering or clinical areas of the **Home** or if it represents a health hazard or inconvenience to other residents.

Bupa Care Homes (ANS) Limited No. 1960990 Belmont Care
Limited No. 2509860 Bupa Care Homes (AKW) Limited
No. 4122364. Bupa Care Homes (Bedfordshire) Limited
No. 3333791 Bupa Care Homes (BNH) Limited No. 2079932
Bupa Care Homes (CFCHomes) Limited No. 2006738
Bupa Care Homes (CFHCare) Limited No. 2741070 Bupa Care
Homes (GL) Limited No. 1587972 Bupa Care Homes (Partnerships)
Limited No. 2216429 Bupa Care Homes (BNHP) Limited
No. 3183275. Registered in England and Wales.
Registered office: 1 Angel Court, London EC2R 7HJ
Bupa Care Homes (Carrick) Limited No. SC151487.
Registered office: 39 Victoria Road, Glasgow G78 1NQ
VAT Registration No. 239731641.
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[bupa.co.uk](https://www.bupa.co.uk)

Appendix 1.

Financial declaration form.



Resident Name

Care Home Name

How do you propose to pay for your care?

1. How much do you/the proposed Resident have in savings and/or cash in the bank?

£

2. Do you/the proposed Resident own, or share ownership of, a property?

Yes No Please go to question 3.

Please provide all of the details requested at 2a to 2g below.

2a. Do you propose to sell this property to help fund your care?

Yes No

2b. What is the address of the property (if not the same as the proposed Resident's address, above)?

2c. What is the approximate market value of the property? £

2d. What is the approximate equity in the property? £

2e. Is the property currently occupied by anyone other than the proposed Resident?

Yes No

2f. If the answer to (2e) above is yes, please provide details of the other person(s) living at the property.

2g. Please provide details of any mortgage(s) or other loans secured against the property, to include equity release schemes.

3. What is your/the proposed Resident's annual income from investments/bonds/shares?

Investments £

Bonds £

Shares £

Other £

4. What is your/the proposed Resident's monthly income from pensions?

State £

Private £

5. Do you/the proposed Resident believe you/the proposed Resident may be entitled to Local Authority Funding because you/the proposed Resident have insufficient assets/savings/income to pay for your care?

Yes No

5a. If you have answered 'Yes' to question 5, above, have you contacted your Local Authority and requested an assessment?

Yes No

5b. If yes, have they confirmed entitlement to funding?

Yes No

6. Do you/the proposed Resident believe you/the proposed Resident may be entitled to Continuing Healthcare Funding ('CHC') from the NHS as a result of your/the proposed Resident's medical needs?

Yes No

6a. If you have answered 'Yes' to question 6, above, have you contacted your/the proposed Resident's social worker or GP to request an assessment for CHC?

Yes No

6b. If yes, have they confirmed entitlement to funding?

Yes No

7. Are you/the proposed Resident in receipt of Attendance Allowance? Residency in a care home entitles you to the highest level of Attendance Allowance, you may qualify for an increase to the amount you already receive.

Yes No

8. Have you purchased an annuity to help you cover the cost of care?

Yes No

9. Length of time available to pay private fees (where applicable).

Years Months

10. Length of time before third party top up becomes applicable. This is when the level of funds falls to levels when Local Authority will make some contribution.

Years Months

If the **Resident/Nominated Representative** does not wish to disclose the above information, then the **Resident/Nominated Representative** must complete the below Statement of Assets confirming that the **Resident** has sufficient assets to meet the fees for at least two years, before assets fall to the levels whereby the **Resident** become eligible for local authority financial assistance.

Statement of Assets

I confirm that I (the **Resident/Nominated Representative**) as a signatory of the **Agreement** fully understand the fees that are payable under the **Agreement**, the various top ups and varying methods of future funding that the **Resident** may become entitled to and how these will affect or may affect the **Resident** and how their residency within the **Home** is funded.

Notwithstanding clause 9.5 of the Terms and Conditions, I (the **Resident/Nominated Representative**) fully understand and hereby agree that within seven days of becoming aware, I will inform and continue to update **Bupa** (providing such information to **Bupa** as they may reasonably require) of any changes that occur or are anticipated as being reasonably likely to occur to the **Resident's** financial position, which may affect how their residency within the **Home** is funded.

I confirm that the **Resident** has sufficient assets to finance in full the fees payable under the **Agreement** for two years before the **Resident** may become entitled to receive local authority financial assistance.

Signed

Signed on behalf of Bupa

Name

Name

Resident/Nominated Representative

Position

Date

Date

Appendix 2.

Privacy notice – in brief.



We are committed to protecting your privacy when dealing with your personal information. This privacy notice provides an overview of the information we collect about you, how we use and protect it. It also provides information about your rights. Further details can be found in our full privacy notice available at bupa.co.uk/privacy. If you would like a paper copy of the full privacy notice, please ask a member of staff at the Care Home, or contact the Bupa Privacy team on the details below.

Information about Bupa

Bupa is registered with the Information Commissioner's Office. Bupa is comprised of a number of trading companies, many of which also have their own data protection registrations. For company contact details, visit bupa.co.uk/legal-notice

Ways in which we obtain personal information

This privacy notice applies to anyone who interacts with us in relation to our products and services, in person and via any channel (eg email, website, telephone, app etc). We obtain personal information from you and from certain third parties (eg those acting on your behalf, like brokers, healthcare providers etc). Where you provide us with information about other individuals, you must ensure that they have seen a copy of this privacy notice and are comfortable with you doing this.

Categories of personal information

We process two categories of personal information about you, namely **standard personal information** (eg information we use to contact you, identify you or manage our relationship with you); and **special categories of information** (eg health information, information about race, ethnic origin and religion that allows us to tailor your care, and information about crime in connection with screening).

Purposes and lawful grounds of our processing personal information

We process your personal information for the purposes set out in our full privacy notice, including to administer our relationship with you (including providing health services, and complaints handling), to monitor performance and in order to protect the rights, property, or safety of Bupa, our customers, or others. The legal ground upon which we process personal information depends on what category of personal information we process. Standard personal information is normally processed by us on the basis that it is necessary for the performance of a contract, our or a third parties' legitimate interests, or it is required or permitted by law.

Sharing your information

We share your information within the Bupa group of companies, with funders commissioning services on your behalf, those acting on your behalf and with others who help us provide services to you (eg healthcare providers). We also share your information in accordance with the law. You can read more about what information may be shared in what circumstances in our full privacy notice.

International transfers

We work with companies that we partner with, or that provide services to us (such as healthcare providers, other Bupa companies and IT providers) that are located in, or run their services from, countries across the world. As a result, we transfer your personal information to different countries including transfers from within the UK to outside the UK, and from within the EEA (the EU member states plus Norway, Liechtenstein and Iceland) to outside the EEA, for the purposes set out in this privacy notice. We take steps to make sure that when we transfer your personal information to another country, appropriate protection is in place, in line with global data protection laws.

How long we retain your personal information

Bupa retains your personal information in accordance with retention periods calculated using criteria detailed in the full privacy notice available on our website.

Your rights

You have rights to have access to your information and to ask us to rectify, erase and restrict use of your information. You also have rights to object to your information being used, and to ask for the transfer of information you have made available to us.

Marketing and preferences

We may use your personal information to send you marketing by post, telephone, social media platforms, email and text. We only use your personal information to send you marketing if we have either your consent or a legitimate interest. If you don't want to receive personalised marketing about similar Bupa products and services that we think are relevant to you, please contact us at optmeout@bupa.com or write to **Bupa Data Protection, Willow House, 4 Pine Trees, Chertsey Lane, Staines-upon-Thames TW18 3DZ**

Data protection contacts

If you have any questions, comments, complaints or suggestions about this notice, or any other concerns about the way in which we process information about you, please contact us at dataprotection@bupa.com or write to **Bupa Data Protection, Willow House, 4 Pine Trees, Chertsey Lane, Staines-upon-Thames TW18 3DZ**

You also have a right to make a complaint to your local privacy supervisory authority. Bupa's main establishment is in the UK, where the local supervisory authority is the Information Commissioner, who can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow SK9 5AF, United Kingdom. Tel: 0303 123 1113 (local rate) or +44 (0)1625 545 745 (national rate).

Key information fact sheet.



Care Home Name **<insert care home name>**

Care Home Address **<insert care home address>**

<insert care home address>

Postcode **<insert postcode>**

Bupa recognises that moving into a care home is a significant and important decision. Our aim is to assist you in making the right choice by making the terms upon which we provide care and accommodation clear and transparent. If you choose to move into a Bupa care home ('Home'), we will enter into a legal agreement under which both parties will have rights and obligations.

This 'Key Information Fact Sheet' provides you with key information about our service to assist you in determining whether the Home that you are considering is the right choice for you. We have also produced a 'Further Information Fact Sheet', which contains more detailed information in an easily accessible form. Please request a copy of this if you require more information at any stage. If you consider that you may wish to move into the Home, we will also provide you with our Terms and Conditions before you make your decision.

Key features of our service

Funding arrangements We accept self-funded residents and state-funded residents.

Type of care needs catered for Residential Nursing Dementia End of life Respite Palliative
Other **<please state>**

Rooms **<For example: all rooms are single furnished rooms. Most have ensuite facilities. Rooms are capable of having, television and telephones installed. Internet access is available, but at an additional charge.>**

Facilities and services We have the following facilities and services:
<for example, add here how many dining rooms, lounges you have as well as other facilities such as library, cinema, bar, sensory room, pool and activities room.>

Size Number of beds **<insert number>**

Rating (as appropriate to region) Rating awarded by Care Quality Commission/Care Inspectorate **<insert rating>**

Date of last rating awarded by Care Quality Commission/Care Inspectorate

Current rating awarded by carehome.co.uk **<insert rating>**

Food hygiene rating Current food hygiene rating **<insert rating>**

Date of latest food hygiene rating

Staffing arrangements Our Home is staffed with an appropriate number of suitably qualified, competent, skilled and experienced staff to meet the needs of the people who use the service. The Registered Manager has overall responsibility.
Please note that the actual level of care that each resident will receive in our Home will depend on their individual care needs.

Financial assessment Self-funding residents may be asked to complete a financial assessment to show how long they will be able to fund their own care for.

Our fees and charges

Self-funding residents

will be typically charged the following rates per week.

Prices quoted are for guidance only and are based on a single room occupancy.

All prices are subject to an individual care needs assessment and the type of room and services chosen.

Residential: **This care is/is not currently provided at the home. The weekly fee charged for self-funding residents is currently from £xxx ranging to £xxx per week.**

Nursing: **This care is/is not currently provided at the home. The weekly fee charged for self-funding residents is currently from £xxx ranging to £xxx per week.**

Dementia: **This care is/is not currently provided at the home. The weekly fee charged for self-funding residents is currently from £xxx ranging to £xxx per week.**

Respite: **This care is/is not currently provided at the home. The weekly fee charged for self-funding residents is currently from £xxx ranging to £xxx per week.**

Other: **This care is/is not currently provided at the home. The weekly fee charged for self-funding residents is currently from £xxx ranging to £xxx per week.**

Services included in our fees

These items/services are included in the weekly fee.

Accommodation, all meals, snacks and drinks, personal care, nursing care (if you are assessed as requiring it), basic toiletries, housekeeping and laundry (not including articles requiring specialist cleaning or dry cleaning), maintenance of the grounds and gardens, a range of on-site activities and electricity (eg heat and light).

Additional services not included in our fees

The items/services are not usually included in the weekly fees but can be provided to you at an additional cost.

A list of charges is available at reception.

Professional hairdressing, aromatherapy massage and reflexology, chiropody, physiotherapy, visitor's meals, personal copies of newspapers or magazines, personal purchases such as stationery, confectionery, alcoholic beverages, particular snacks, soaps and toiletries, clothing, shoes and slippers, dry cleaning, installation of private telephone line, telephone line rental and call charges, internet connections, television licence for personal use, additional off-site activities/events, private taxi fares.

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 for a member of staff to accompany you.

NHS Funded Nursing Care contributions (FNC)

FNC payments are a contribution paid by the NHS directly to the **Home** for residents who are assessed as requiring nursing care following an eligibility assessment. The payments are made as a contribution to the nursing care provided by registered nurses employed by Bupa.

The weekly fees we charge for nursing care set out above are **inclusive** of FNC contributions.

If you receive FNC payments the amount you receive will be deducted from the Total Fee and you will be charged the balance. You will remain liable for the Total Fee if FNC payments are withdrawn/stopped.

Next of kin or nominated representative's liability under the contract

If a resident lacks mental capacity to enter into a contract and they do not have a Power of Attorney, a family member or nominated representative may enter into the contract agreeing for us to provide care to the resident. In these circumstances the family member/nominated representative will be required to enter into an agreement whereby they are responsible for the ongoing payment of fees.

Changes to funding arrangements

If there is a change in how your care is funded, we may require that you make an additional payment on top of the funding you receive. For example, if you become eligible to receive state funded care (whether through your local authority or the NHS) the amount the state pays us may not be sufficient to meet the cost of the services we provide, or cover the cost of the additional services you have chosen. In such cases, you or a family member may have to pay an additional fee to meet the difference. If you or a family member are unwilling or unable to pay this additional fee, you may be required to move to a less expensive room if one is available. If not, we will discuss with you whether you may need to look for an alternative placement.

Local authority funding assessment

If you believe you are eligible for local authority funding, we rely on you to co-operate and engage with the local authority in the assessment process. If the local authority refuses to pay for your placement either going forwards or retrospectively, then you will be liable to pay the self funding fee going forwards and/or retrospectively, where applicable.

Fee increases

We review our fees annually, usually on 1 January. We increase our fees by 7% per annum, net of any Funded Nursing Care contribution you receive (if applicable). We may also increase our fees other than at the annual fee reviews if your care needs increase, or you stop receiving FNC contributions, or there is some unanticipated regulatory change, or pandemic, or high inflation or costs pressure which increases our costs.

We will provide you with notice before increasing your fee. If it is not accepted, we will give you the option to terminate our agreement without penalty.

If you receive state-funded care from a local authority or the NHS, and you or a family member pay an additional fee to meet the cost of our services, the local authority or NHS may not make an annual increase to its contribution by the same percentage as Bupa's annual increase. This may result in the amount that you are required to pay increasing by more than 7% of our Total Fees.

Date

D	D	M	M	Y	Y	Y	Y
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Further information fact sheet.



Care Home Name <insert care home name>

Care Home Address <insert care home address>

<insert care home address>

Postcode <insert postcode>

Bupa recognises that moving into a care home is a significant and important decision. Our aim is to assist you in making the right choice by making the terms upon which we provide care and accommodation clear and transparent. If you choose to move into a Bupa care home, we will enter into a legal agreement ('**Agreement**') under which both parties will have rights and obligations.

This fact sheet provides you with further information about our service and key terms and conditions that you should be aware of in order to assist you in determining whether the Bupa home ('**Home**') that you are considering is the right choice for you. We have also produced a '**Key Information Fact Sheet**', which contains a briefer summary. If you consider that you may wish to move into the **Home**, we will also provide you with our full **Terms and Conditions** before you make your decision. You may request a copy of our full **Terms and Conditions** at any stage.

Provider details

The **Home** is run by <Bupa company>

Management details <name of manager>

The **Home** is managed on a day-to-day basis by

Regulators

England is regulated by the Care Quality Commission (CQC). CQC, Citygate, Gallowgate, Newcastle upon Tyne NE1 4PA
Tel: 03000 6161661 enquiries@cqc.org.uk

Wales is regulated by the Care Inspectorate. Care Inspectorate, Welsh Government Office, Sarn Mynach, Llandudno Junction LL31 9RZ
Tel: 0300 7900 126 ciw@gov.wales

Local Authority <insert address and contact details>

Our local authority is

Safeguarding Authority <insert address and contact details>

Safeguarding concerns can be raised with the Adult Safeguarding Team at our local authority.

Trial period

When you enter the **Home** as a Long Stay resident (that is for a period of more than 31 days), you may do so on a trial period of 28 days. During this period either party may terminate the contract by giving 7 days' notice in writing. You do not have to provide reasons for giving notice.

We will only give notice during this period if:

1. Your needs are not consistent with the information provided on assessment and we are unable to meet your needs or unable to meet your needs at the agreed fee.
2. There has been a change in your assessed needs which we cannot meet.
3. Your conduct (or the conduct of your representatives or visitors) is disruptive to the smooth running of the **Home**.
4. Your conduct (or the conduct of your representatives or visitors) places other residents or staff at risk.

There is no trial period in the case of Short Stay residents, who are residents who wish to stay at the **Home** for a period of less than 31 days.

NHS Funded Nursing Care contributions (FNC)

FNC payments are a contribution paid by the NHS to the **Home** for residents who require nursing care following an eligibility assessment. The payments are made as a contribution to the nursing care provided by registered nurses employed by Bupa. The amount of FNC payments is set annually by the Department of Health and Social Care. The weekly fees we charge for nursing care are **inclusive** of FNC contributions. If you receive FNC contributions the amount you receive will be deducted from the **Total Fee** and you will be charged the balance. You will remain liable for the **Total Fee** if FNC payments are withdrawn/stopped.

If FNC payments are stopped because you are admitted to hospital, then, as you will be liable for our **Total Fee**, the fees that you are required to pay may increase. This is because we are still required to have the same amount of nursing staff on duty and your absence from the **Home** does not reduce our costs.

Change to funding arrangements

If your funding arrangements change whilst you are in the **Home**, this may have an impact on your placement.

Third Party Top Ups

If you are self-funding and become eligible for local authority funding during your stay, the amount that the local authority agrees to pay may not be sufficient to meet our fees. If this is the case, we may require a third person (usually a family member) to pay a top up fee. This is called a 'Third Party Top Up'. If there is no-one willing to pay a top up, then we may decide to terminate your placement. The Third Party Top Up will be arranged through the local authority. The local authority is required to consider whether there is any reason you should remain in the **Home** and whether they have a duty to pay our full fee before requesting a Third Party Top Up.

NHS Funding

We accept residents who are in receipt of Continuing Health Care Funding ('CHC'). This is when you are assessed as having a primary health need and the NHS pays for your accommodation and care. The NHS will usually pay a standard fee which it assesses is sufficient to meet your 'assessed care needs'. Our fees may be higher than the NHS will agree to pay due to the fact that you have chosen to receive services and environmental surroundings that go beyond what is necessary to meet your assessed care needs, and which are not therefore covered by the funding provided by the NHS. The NHS may determine that your needs can be met in a more basic care setting and with fewer services. If you become eligible for CHC during your stay, and the NHS refuses to meet our full fee, you may be required to meet the difference between our fee and the amount the NHS will pay. If you or the NHS are unwilling or unable to pay the additional fee we may need to consider terminating your placement.

The NHS is required to consider whether there is any reason you should remain in the **Home** and whether they have a duty to pay our full fee.

In circumstances where your funding arrangements change, we will have to terminate our **Agreement** with you and enter into a new **Agreement** with the local authority, the NHS and/or yourself if you are required to make a contribution towards our fees.

You will remain liable under your **Agreement** with us until it is terminated, and you agree to abide by the spirit of our **Agreement** even when in receipt of funding.

Retrospective funding

If you are assessed retrospectively as being entitled to receive NHS or local authority funding, we are only required to refund the amount that the local authority or NHS agrees to pay us for your fees during this period. This may not be the full amount that you have paid under the **Agreement**. Any reimbursement should be made directly to you by the funding body. If refunds are made to us, we will reimburse you once we have received cleared funds.

First Party Top Up

If your fees are being paid by the local authority during the period of a 12 week property disregard (when the value of your house is not taken into account when calculating your eligibility for local authority funding), or because you have entered into a Deferred Payment Agreement, and the amount the Local Authority pays is lower than our fee, you may be required to pay a top up (First Party Top Up).

You are required to inform us if you have entered into a Deferred Payment Agreement or if a local authority is funding your placement during a period of a 12 week property disregard.

<p>Complaints handling procedure</p> <p>England</p> <p>Wales</p>	<p>We operate a robust complaints process. If you have any cause to complain, we request that you follow our complaints process to ensure that we deal with your complaint effectively.</p> <p>A copy of our complaints process is available from the Home's reception and on each unit. You can also contact Bupa's Customer Complaints Team on 0113 360 4806, Monday to Friday, from 9am until 5pm.</p> <p>If you remain dissatisfied with how we have handled your complaint you can refer the matter to:</p> <p>The Local Government and Social Care Ombudsman. Tel: 0300 061 0614 https://www.lgo.org.uk/contact-us</p> <p>The Public Services Ombudsman Tel: 0300 790 0203 https://www.ombudsman.wales</p>
<p>Reasons for terminating the Agreement between us</p>	<p>Our Home is your home and we will not terminate our Agreement with you without a justifiable reason.</p> <p>We may terminate the Agreement (on 28 days' notice for a Long Stay and seven days' notice for a Short Stay) if:</p> <ul style="list-style-type: none"> ▪ you fail to pay your fees ▪ we can no longer meet your assessed needs ▪ there is an irreconcilable breakdown in the relationship between you and us or between us and your relatives, representatives or visitors ▪ the Home's registration is cancelled or the Home closes ▪ your conduct (or that of your representatives or visitors) is disruptive to the smooth running of the Home, or that conduct puts other residents or staff at risk of harm ▪ there is a change in your funding arrangement and you or your representatives refuse to pay the top up fee or additional fees charged. <p>You may terminate this Agreement by giving 28 days' notice for a Long Stay, and seven days' notice for a Short Stay.</p>
<p>Contents insurance</p>	<p>You will be responsible for arranging your own insurance for your belongings whilst at the Home, including whilst travelling to and from the Home.</p>
<p>Television licences</p>	<p>You will need to obtain and pay for your own television licence for the use of a television in your own room. It may be possible to apply for a concessionary licence through the Home.</p>
<p>Pets</p>	<p>You may, subject to conditions and at the absolute discretion of the Home Manager, bring a small domestic pet into the Home provided this is agreed with the Manager in advance. Please discuss with the Manager as soon as possible if this is something you would like to do.</p>
<p>Meeting residents' preferences</p>	<p>We use all reasonable endeavours to meet your personal preferences. If you prefer to receive care from a male or female carer we will, wherever possible, accommodate this request.</p> <p>We will discuss with you any specific dietary and religious requirements in order for us to meet these. If we are unable to meet your preferences/needs we will clearly explain the reasons why, before you move into the Home.</p>
<p>Terms and conditions</p>	<p>Copies of our full Terms and Conditions can be found in our Information Pack, on our website and at the Home's reception. Please ask the Manager or reception if you require a copy.</p>
<p>Consumer regulations</p>	<p>If you are not present when the Agreement is entered into, or if the Agreement is entered into away from the Home, you are permitted to terminate the Agreement within 14 days without any penalty to you. If you have moved into the Home during this period and have therefore asked us to start delivering a service to you, we will be able to charge you for the service that has been provided.</p>

Date