Contract of Residence

Parties

This Agreement is made on 15th March 2025 between:

(1) **Porthaven Care Homes No 3 Ltd** the registered office of which is at Royal Albert House, Sheet Street, Windsor, Berkshire SL4 1BE (referred to in this Agreement as "**Porthaven**"),
(2) **Christine Davey** whose home address is Click here to enter text. (referred to in this Agreement as the "**Resident**"), and
(3) Click here to enter text. whose home address is Click here to enter text. (referred to in this Agreement as the "**Supporting Person**").

Occupancy

The Resident will be provided with care and accommodation at **Barley Manor Care Home, Station Road, Great Shelford, Cambridge, CB22 5LR** (the "**Home**"), until otherwise agreed, as detailed below:

Room Number:	15
Care Category:	Residentail
Fees per week:	£Click here to enter text.

General Terms

The acceptance of a person to stay in the Home involves a special relationship with personal and nursing care being provided in a high-quality establishment. This relationship, and the obligations on the parties to this Agreement, necessitates this Agreement setting out the terms of the relationship in business terms to protect the parties from any misunderstandings.

The Resident and Supporting Person have been provided with a copy of this Agreement prior to entering into the Agreement and have had the opportunity to review the same. Whilst this Agreement contains all of the terms and conditions agreed between the parties, Porthaven recommends the Resident and Supporting Person seek independent legal advice if any of the obligations are not clear.

Porthaven and the Home are regulated under the provisions of the Health and Social Care Act 2008 and the Home is subject to regular inspections by the Care Quality Commission. Copies of inspection reports are available at the Home.

Fees

As at the date of this Agreement the weekly fee for residence and care at the Home (as detailed below) is at the rate specified above and is payable by the Resident and/or the Supporting Person (as guarantor of the Resident for payment of fees) from and including the date of admission to the Home.

Fees are payable monthly in advance on or before the 1st day of each month, and Porthaven reserves the right to charge interest on late payments of fees at a rate of 4% above base rate.

A deposit equivalent to two weeks' fees will be required to secure a confirmed reservation and will be credited against the first invoice. Other than where the Resident dies before admission or where the Home is unable to admit the Resident, the deposit is non-refundable if the Resident fails to commence occupation of the Home on the agreed date for admission or shortly after that date.

The Resident and Supporting Person confirm that the Resident has sufficient assets or income (in addition to the Resident's main home) at the date of admission to the Home, other than the Resident's main home, to pay for not less than 2 years' fees across all homes based on the weekly fee stated on page 1 of this Agreement. Where the Resident or Supporting Person becomes aware that the Resident's or Supporting Person's assets or income will become insufficient to meet one years' worth of weekly fees, they must make contact with the Home Manager to discuss their options with regard to future payment.

Porthaven recommends specialist financial advice is obtained prior to admission to the Home and periodically thereafter. The Resident and Supporting Person acknowledge Porthaven has provided details of a specialist financial advisor prior to admission and the decision of whether to take or act upon such advice is solely the responsibility of the Resident or Supporting Person.

It is the Resident and Supporting Person's responsibility to apply for any third-party funding and will notify Porthaven of any such application. Porthaven will provide all reasonable assistance in connection with any such application. If Porthaven receives any payment from any party other than the Resident (other than payments which represent a third-party contribution) for all or part of the services provided by the Home, Porthaven will refund or credit such payment to the Resident, for example funded nursing care from the NHS which will cover part of the weekly fee. For the avoidance of doubt, notwithstanding any contribution paid by a third party, or eligibility assessment made by a third party, the full weekly fee continues to be due and payable (less any credits received).

Fees include the cost of total care with accommodation, food and drink (whilst at the Home), heat and lighting, laundry (not including dry cleaning) and diversional therapy and all necessary personal care as would normally be required by a Resident of a care home. Where the Home benefits from a Porthaven minibus, no transport charges will be made for outings unless the minibus is reserved exclusively by a Resident by special arrangement with the Home Manager.

Fees do not include hairdressing, visitor meals, newspapers, dentist, optician, toiletries, chiropody, health and beauty treatments, entry charges, food or similar on outings, escort duties, transport (including taxis for appointments), private telephone charges, in-room Sky or subscription television (if available), medical care (other than nursing care where the Resident's type of occupancy includes nursing care), physiotherapy and continence aids in non-nursing settings. The provision of any of these items or services shall be at the Resident's expense in addition to the weekly fee and are payable by the Resident and/or the Supporting Person (acting as guarantor for payment of such items or services). A list of current prices is available at the Home.

Fees will be reviewed on the 1st day of April each year. However, there may be a need from time to time to review the fees at other periods during the course of a year due to the provision of additional care and services to the Resident, or as a result of statutory provisions coming into force after the annual review date.

Other than in circumstances of a rapid change in the condition of the Resident, not less than four weeks' notice in writing will be given of any increase in fees stating the date of the increase and the reason or reasons for it. In the event of the Resident not agreeing with any increase in fees the Resident may no later than one week prior to the date of increase give four weeks' written notice pursuant to clause 2 below terminating this Agreement and leaving the Home on or before the expiry of the said notice. In the event of the Resident giving such written notice and leaving the Home on or before the expiry of the notice, the increase in the fee shall not be payable.

Any part of the day of arrival or departure constitutes a full day's residence at the Home and fees remain payable in the case of any temporary absences, such as short hospital stays or family visits. During such temporary absences, and subject to the fees being paid, the Resident's room shall remain reserved for the Resident to return to the Home.

In the event of death of the Resident any fees outstanding for the Resident will be charged to their estate. Third parties who agree to meet the Resident's fees in whole or in part must sign below where indicated to signify their acceptance of the terms of this Agreement including an obligation to pay any amounts not paid on the due date by the Resident.

The Resident and/or Supporting Person (as guarantor for the Resident) shall be responsible for the replacement or repair cost of any damage caused to the Home or its contents by the Resident other than where such damage or replacement is caused by reasonable use or fair wear and tear. Payment shall be made within 28 days after written demand.

Other Terms and Conditions

1. The Home is registered as a Care Home by the Care Quality Commission which is responsible for ensuring that standards are maintained. If an occasion should occur where a concern or complaint arises, the Resident is referred to the Home's written procedure for dealing with concerns and complaints. If the concern or complaint is not resolved through Porthaven's internal concerns and complaint process, the Resident may wish to refer to the Local Government and Social Care Ombudsman at www.lgo.org.uk or telephone 0300 061 0614.

2. This Agreement shall continue to be in force until (i) terminated by death of the Resident or (ii) by either Porthaven or the Resident giving four weeks' written notice to the other. Should the Resident leave the Home without giving the required notice (which for the avoidance of doubt is not applicable in the case of (i) above), payment of fees in lieu of notice at the agreed rate will be required. Porthaven may give notice to the Resident to leave the Home under the following circumstances:

    2.1 Non-payment of fees for more than 14 days after the due date,

    2.2 If having consulted the Resident, relevant representatives and taken advice from the appropriate members of the primary healthcare team e.g.GP, community nurse or social worker, concerning the present and future needs of the Resident, Porthaven considers that the Home is no longer able to meet the Resident's needs,

    2.3 Any circumstances in behaviour which Porthaven feels may be seriously detrimental to the Home or the welfare of staff or the other residents at the Home.

3. In the event of the Resident serving written notice to terminate this Agreement pursuant to clause 2 above, or dying, the room will be deemed occupied until three days after expiration of such written notice or death (as the case may be) and fees will continue to be charged and payable accordingly. If the room is not cleared of belongings, including any furniture, within the three days the fees will continue to be charged and payable until and including the day the room is cleared up to a maximum of ten days after the death of the Resident or the expiry of such notice. In the case of death of the Resident, the Supporting Person or other person with authority to act on the Resident's behalf may request in writing to delay the clearing of the room and in such case, fees shall continue to be charged and payable until the room is cleared. Porthaven reserves the right to clear the room, pack and store the belongings and charge a reasonable fee for such packing and storage until collection is made. In the event of collection not being made within two months after expiration of written notice or death, Porthaven will write to the Resident, his or her next of kin or executor, advising of the intention to sell or otherwise dispose of such belongings. If the Resident's room has been cleared of belongings and re-occupied by another resident, no fee shall be payable for days of such re-occupation.

4. The occupation by the Resident at the Home is by way of license only and no right of exclusive possession of a room or any part of the Home will be granted to, or acquired by, the Resident. If requested to do so by Porthaven, the Resident will occupy a suitable alternative room at the Home.

5. Residents will be required, before taking up residence, to provide information to the Home on the state of their health, any treatment required and the name of their medical adviser.

6. The Resident or, where appropriate, his or her representative may request the Home to take charge of and dispense all the Resident's prescribed medications. If the Resident elects to retain and administer his or her own medication it must be kept in a secure place, a risk assessment completed, and a consent form signed. Porthaven cannot accept responsibility for the misuse of medications, which are kept by the Resident, and may require such self-medication to cease and for Porthaven to take charge of and dispense all the Resident's prescribed medication if Porthaven considers there is a risk of potential harm to the Resident or other residents.

7. Porthaven cannot accept responsibility for the safety of residents who choose to leave the Home on a temporary basis with, or without, relatives, friends or other responsible persons.

8. With the consent of the Manager of the Home, the Resident can bring personal belongings, furniture and electrical items into the Home subject to the following conditions:

    8.1 On admission to the Home a Resident property list will be completed, and any subsequent items must be added to this list,

    8.2 All items will be subject to inspection for condition and any defects liable to render the items unsafe or unfit (such as not meeting flame resistant specification), and electrical items may not be used until inspected by the Home's nominated person,

    8.3 All clothing must be suitable for machine washing by commercial washing machines, with washing instructions clearly labelled,

    8.4 Transportation of such items to and from the Home shall be the Residents and Supporting Persons responsibility,

    8.5 Porthaven shall not, save where Porthaven has been negligent, be liable for loss or damage to any of the Resident's belongings, furniture or electrical items kept at the Home (including jewellery, spectacles, dentures and hearing aids), and such items shall be deemed to have no realisable value (unless accompanied by a certificate of valuation, in which case the Manager of the Home may refuse consent). The Resident and Supporting Person are responsible for effecting insurance against any such loss or damage to such items as they see fit,

8.6 Safeguarding of Residents petty cash can be arranged at the Home upon request and subject to the petty cash not exceeding a maximum amount as will be advised by the Manager of the Home from time to time.

9. Porthaven regrets that they cannot accept pets into the Home on a permanent basis, however with the permission of the Manager of the Home, which permission may or may not be given in the absolute discretion of the Manager of the Home, pets may be brought into the Home on an occasional basis during the day.

10. This Agreement may be assigned by Porthaven to any other company or legal entity.

11. Porthaven is registered as a data controller for residential care businesses under the Data Protection Act 2018 as, amongst other reasons, personal data concerning Residents is collected, processed and used in order to provide care services. By entering into this Agreement, the Resident and the Supporting Person acknowledge that personal data concerning the Resident and the Supporting Person will be processed in accordance with Porthaven's Privacy Notice which can be found on Porthaven's website at: www.porthaven.co.uk/privacy-policy. If preferred, a hard copy can be requested from the Home Manager.

Sign below to confirm agreement with the Terms:

For and On behalf of Porthaven

Signed .....

Full Name .....

Date .....

By the Resident / on behalf of the Resident

Signed .....

Full Name .....

Date .....

By the Supporting Person

Signed .....

Full Name .....

Date .....

In the event that the Resident is unable to sign, Porthaven requires a signature of a person who has power of attorney (including lasting power of attorney where appropriate or a Court of Protection appointed Deputy) who is responsible for ensuring that the Resident complies with the obligations on his or her part in this Agreement including the payment of fees. A copy of the lasting power of attorney must be kept at the Home.

Signed: .....

Capacity: .....
Lasting Power of Attorney

Full Name: .....

Address: .....

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