Contract of Residence
(Respite or Short Term Stay)

Parties

This Agreement is made on 1st April 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) John Robert Speller whose home address is 2 Spur Road, Linton,CB21 4BA (referred to in this Agreement as the "**Resident**"), and
(3) Jane Speller whose home address is 4 Spur Road, Linton, CB21 4BA (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:	4
Care Category:	Residential
Period of Occupancy:	From 01/04/2025 to 08/04/2025
Fees per day:	£295.72

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 daily 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.

Fees are payable monthly in advance for a period of occupancy of more than four weeks and for a period of occupancy of less than four weeks, fees are payable in full at the start of the Resident's occupancy. Porthaven reserves the right to charge interest on late payments of fees at a rate of 4% above base rate for late payments.

A deposit equivalent to seven days' 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.

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 daily 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 daily 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.

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 to where indicated to signify their acceptance of the terms of this Agreement including an obligation to pay any amounts not paid on 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) the end of the period of occupancy specified above (the "**Period of Occupancy**") or (ii) is terminated by death of the Resident or (iii) 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 cases of (i) and (ii) above) payment of fees in lieu of notice at the agreed rate will be required. If the Resident should leave the Home (other than in cases of (ii) above) before the end of a Period of Occupancy of less than 4 weeks, the fees paid in full at the start of the Period of Occupancy will not be refundable. 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 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 notice to terminate this Agreement pursuant to clause 2 above, or dying, the room will be deemed to be occupied until three days after expiration of such written notice, and the fees will continue to be charged and payable accordingly. If the room is not cleared of belongings, including any furniture, within the said 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 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 the 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 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 Resident's and Supporting Person's 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).

8.6 The Resident and Supporting Person are responsible for effecting insurance against any such loss or damage to such items as they see fit,

8.7 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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