



hummingbird care

TERMS & CONDITIONS – April 2024 version

INFORMATION ABOUT the HOME AND IT'S DOMICILIARY SERVICES

The Home is owned and operated by Us, and we operate our own Domiciliary Care service in the Community as well. We aim to provide high quality services tailored as closely as possible to meet the needs of residents of the Home or our clients in the community ("Service Users"). The wishes of our service users and residents are of primary importance. The Home's residents are involved as much as possible in making decisions about the way the Home – their Home – is run. Our reputation depends on ensuring that We provide the quality of service and care that Our residents and clients and their families require.

INFORMATION ABOUT THIS DOCUMENT

This document is important as it forms part of the legally binding contract ("**The Contract**") between Us and You. It is important that You and (where applicable) Your Representative and/or Guarantor read all the documents contained in the New Resident Pack or the Service User Pack in the case of our Domiciliary clients and understand all of the terms and conditions before signing the Contract and the Resident's Agreement. Our Terms and Conditions and all the other documents have been carefully prepared so that they comply with the latest Consumer Law obligations contained in the Competition & Markets Authority report published in November 2018. We apologise if this seems a lot of documents and papers to read through, but it is for your protection as a Consumer. If there are any terms that You, Your Representative or Your Guarantor do not understand, please ask Us for clarification and you should consider seeking independent legal advice before signing.

These terms are intended to protect You, Your Representatives and Guarantor (where applicable) and Us from any misunderstandings and are intended to be for our mutual benefit. If You decide to use our Community Care services or become a resident in our Home, these Contract papers set out the rights and obligations that apply to Us and to You, and (where applicable) Your Representative and Guarantor.

The Owners are registered with the Care Quality Commission in respect of the ownership and operation of the Home and the provision of its other services. Inspectors have a statutory responsibility to inspect the Home to ensure that it is being operated in accordance with current legislation and to assess the standard of service that We are providing.

Following their inspection, reports are produced which are publicly available documents and You are welcome to see copies of these reports, which are held at the Home. Alternatively, a copy is available at: www.cqc.org.uk/registered-services-directory .

If You require this Document in an alternative format, for example large print, please ask.



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DEFINITIONS

Term used in this document

Which Means

We, Us and Our and Owners

Hummingbird Care Home LLP - Partnership No: OC446042 – a list of the members of the LLP is available for inspection on request.

Resident

You

Staff

People providing the Day, Respite or Residential care within the Care Home

Care Workers

People providing the care to the Service User in their own Home

Domiciliary Care Service User

You

Next of Kin

People who we contact on your death

Guarantor

Person agreeing to meet our fees if you are unable to pay them

You

The Resident or Service User



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1 FEES & CHARGES

- 1.1 We calculate Our fees in accordance with Your assessed care needs and an assessment will be conducted prior to you becoming a service user or prior to your admission to the home as a resident and then the details of the fees and charges payable will be set out clearly in the Care Fees Summary document that you will be given prior to agreeing to become a service user or resident.
- 1.2 For Domiciliary care clients we will review your care needs before the start (“Commencement Date”) of the services, if possible, or, if not, within 7 days of the Commencement Date and agree a detailed care plan with You, Your Representative, Your family and all of the other members of the multi-disciplinary team that are responsible for Your wellbeing and care (“the Multi-Disciplinary Team”). As soon as possible after this review and, in any event, no later than 7 days after concluding the review, we will agree with You, Your family and Your Representative (as appropriate) the Services to be provided and the frequency of those Services. We will then complete the details of the agreed care package on the Additional Information page of the Contract with the Services to be provided and the frequency of those Services and Our Charges will be calculated accordingly. Should we need to send out more than one member of staff to a Domiciliary client the hourly rate charge will double. We reserve the right to send out 2 members of staff to a client if we feel we need to, even if it contradicts an initial agreement of us only sending out 1 member of staff. If a client’s needs continue to require 2 members of staff per visit, then we will write to them to confirm this. Domiciliary clients will be charged at a rate of time and a half for Bank Holidays.
- 1.3 Your Service User care plan will be reviewed regularly by Us in conjunction with You, Your family, Your Representative and the Multi-Disciplinary Team and any changes to the type and/or frequency of the Services to be provided to You will be agreed between Us, You, Your Family, Your Representative and Multi-Disciplinary Team as appropriate.
- 1.4 Unless otherwise agreed, the Domiciliary Services will commence on the Commencement Date.
- 1.5 If You are responsible for the payment of your own fees, then You agree to pay them (as set out in the Care Fees Summary) from the stated Commencement or Admission Date.
- 1.6 Your fees will be reviewed annually on 5 April each year in line with inflation and other relevant changes in the Consumer Prices Index including housing costs (CPIH). We will consult with you or your representatives and will give you at least 28 days’ prior written notice of that change before implementing that change in your fees.
- 1.7 However, your fees may increase or decrease at other times if there is a



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significant change in your care needs as assessed by qualified staff. We will consult with you or your representatives and will give you at least 28 days' prior written notice of that change (including the amount of any increase or decrease), before implementing that change in your fees.

- 1.8 Should there be an unexpected and sudden change in your care needs, meaning that we have to provide you with additional higher level care at short notice, we will consult with you at the earliest opportunity to discuss this and provide you with at least 7 days' notice in writing of any increase in fees however the new higher fees will apply from the first day that the increased need arises.
- 1.9 Resident's fees may also change if, at your request, you move to a different room for which different fees are payable. Details of the current room rates are available at the reception desk in the home.
- 1.10 Where we give you notice to increase your fees for either reason you may either:
 - 1.10.1 Do nothing, in which case the fee increase will take effect on the date notified; or
 - 1.10.2 Give us notice that you wish to leave. In this case you will have 28 days (or 7 days where we have given you 7 days' notice of a fee increase) from the date you notify us, to move out before the fee increase applies; or
 - 1.10.3 Ask for an independent review of our assessment of your care needs, revised fee level, or both. In this case we will suspend our notice period until that independent review is completed. If you are unhappy with the outcome of this review, you can still tell us that you wish to leave, as above. You will be entitled to see the details of the assessments we have relied upon as part of the consultation and decision process.

Deferred Admission for Residents

- 1.11 The Admission Date on the front page of the Contract is the date on which You have agreed to move into the Home. If You are, for whatever reason, unable to move into the Home on the agreed Admission Date, We may, in our absolute discretion, agree to reserve Your Room (or an alternative room subject to Your prior agreement) for You, subject to the following terms:
 - 1.11.1 We will reserve Your Room for a period of no more than six weeks from the date of agreed admission for You;
 - 1.11.2 if You do not move into Your Room on the Admission Date but You wish for Us to continue to reserve Your Room, we will charge You 50% of Our fees for every complete week that Your Room is vacant from the period beginning on the Admission Date and ending on the date



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that You move into Your Room; and

- 1.11.3 if You have not moved into Your Room at the end of the six-week period (commencing from the Admission Date), we reserve the right to terminate this Contract with immediate effect and to release that room for occupation by another resident.

Local Authority Funding

- 1.12 If Your personal Capital resources diminish below £30,000 then you or your Representative must give us written notice within 4 weeks of that level being reached so that appropriate measures can be made for you to seek assistance from the Local authority towards all or part of Our Fees to be paid, You must give Us the following details in Your written notice :

1.12.1 the date on which You anticipate becoming eligible for local authority funding based on the current funding limits; and

1.12.2 a detailed statement of Your financial position at the time You give Us the notice in accordance with this clause 1.9 which demonstrates to Our reasonable satisfaction that You will become eligible for local authority funding on the date given under clause 1.9.1

- 1.13 If Your financial circumstances change during the period of Your stay with us, and Your Capital resources fall below the level at which You can request assistance with their fees from the Local Authority, we will then require the residents family or other representative to enter into a formal Third Party Top-up agreement with the Local Authority, at that time, to cover any shortfall in fees that will arise.

NHS Funded Care Payments

- 1.14 We cannot accept NHS Funded Nursing Care (FNC) payments as the service we provide is Personal Care (Residential) without Nursing.

2 GUARANTOR REQUIREMENTS – RESIDENTS

In certain circumstances in consideration of the Home agreeing to provide the Services to the Resident in accordance with the terms of the Contract, a Guarantor may be required, for example if the Resident has limited cash resources but has a property which may take time to sell and release funds. This Guarantor will personally undertake to meet any shortfall in fees if the Resident is unable to meet the same.

- 2.1 The Resident or their Representative will be required to give Us at least 8 weeks written notice of their financial situation changing so that they reasonably foresee that the Guarantor will be required to settle those fees



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- 2.2 We will then issue a written request to the Guarantor notifying them of this situation and requesting them to contact Us to put in place the alternative method of payment of the Home's fees until the Resident can resume payment from their own funds. They would at that time be provided with a clear invoice for payment by them.
- 2.3 The Guarantor may also be requested in writing by 2 weeks clear written notice if the Resident defaults on the payment of their fees, and those fees remain unpaid for a period of 30 days from when they are due. They would at that time be provided with a clear invoice for payment by them.

3 ABSENCE FROM THE HOME OR HOSPITAL ADMISSION OF SERVICE USER

- 3.1 If You are away from the Home (for example, because you are on a pre-arranged holiday or because you have been admitted to hospital) your room will be reserved for you. During the first two full weeks of absence your fees will be continued to be charged in full. After that, your fees will be reduced by 20%.
- 3.2 Subject to clause 3.1, if you are absent from the home for a continuous period of 6 weeks, we will consult with you and your nominated representative to seek agreement regarding the further retention of your room.
- 3.3 If you are a Domiciliary Care Service User and are admitted to hospital, we will levy a service retention charge of 50% of your normal care package to keep your package open unless you give us 7 days prior notice in writing that you wish to terminate your contract. Unless these charges are paid on that basis, we cannot guarantee that we can then resume your care package on your discharge from hospital as we need to retain the level of staffing required. Otherwise, should you not agree then you take the risk that on your discharge we may no longer be able to service your needs due to other service commitments.

4 INVOICING AND PAYMENT ARRANGEMENTS

- 4.1 Our Residential Care Charges are payable monthly in advance on the first day of each month by bank transfer only. Please note that due to bank branch closures we are no longer able to accept cheque payments. On signing the contract, You (and any Guarantor paying the Charges on Your behalf) confirm that You will set up an arrangement before the Admission Date (where the Admission Date has not already passed) with Your bank to cover payment of Our fees by bank transfer.
- 4.2 Our Domiciliary Care services are payable monthly in arrears, with charges being billed on the last day of the month for the services provided to you that month.
- 4.3 If Our fees remain unpaid in full or in part for 30 days after their due date for



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payment, We reserve the right to charge interest at a rate of 3% above base rate per annum, calculated on a daily basis from the due date up to the date of actual payment, including if payment has to be requested from a Guarantor under clause 2.3 above. As stated in this situation they would be provided with a clear invoice for payment by them setting out the fees and any interest due.

- 4.4 If and when as a Resident you move out of the Home, or if as a service User you cease to require our services We will provide a statement of account detailing all fees, charges and other amounts invoiced and whether they have been paid or remain outstanding. If the statement of account shows that there has been an overpayment of Our fees and charges (or any other amounts), the amount of the overpayment will be refunded by direct credit, bank transfer or cheque to You, or, if the overpayment has been made by Your Guarantor, it will be refunded to Your Guarantor directly. Alternatively, if the statement of account shows an outstanding amount due to the Home, the outstanding amount will be payable by You to Us within 30 days of You leaving the Home.

5 SERVICES COVERED BY OUR FEES

- 5.1 **RESIDENTIAL CARE SERVICES** - In consideration of the agreed weekly fee, we will provide the following services (the "**Services**"):
- 5.1.1 24-hour personal care (excluding any specialist nursing care);
 - 5.1.2 utility bills (including gas, electricity and water);
 - 5.1.3 full board and accommodation in Your Room for Your exclusive use;
 - 5.1.4 the supply of all necessary furniture to furnish Your Room.
 - 5.1.5 all meals and drinks including snacks [Please note: You will need to confirm to Us in advance if You have any special dietary requirements or allergies or intolerances so that We can make the necessary arrangements. Also, if You have a favourite dish, we will try to make this available to You as often as possible];
 - 5.1.6 full use of all the communal areas, including lounges, dining rooms, bathrooms and any other communal facilities in the Home including the accessible kitchen area and gardens;
 - 5.1.7 house newspaper and magazine;
 - 5.1.8 the opportunity to join in with activities and local outings (within a 10-mile radius) run by the Home and the use of recreational facilities within the Home;
 - 5.1.9 provision of house toiletries;



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- 5.1.10 assistance with washing, bathing, medication and other personal services, as reasonably required. [Please note: Members of staff are on duty throughout the day and night to assist You];
- 5.1.11 use of a television with Freeview (which includes standard radio channels) including the provision of television licence;
- 5.1.12 Wi-Fi connection;
- 5.1.13 In house entertainment, and activities, for example bingo, music evenings, luncheon club, coffee mornings, tea parties etc.;
- 5.1.14 fresh fruit on request (provided that the particular fruit is in stock);
- 5.1.15 Housekeeping and Laundry including washing and ironing of your machine washable clothes (but excluding dry cleaning and hand washing) of delicate items;
- 5.1.16 Boots care services, enabling You to self-administer Your own medication or Our staff can administer them if You would prefer; and
- 5.1.17 liaison with Your GP, social worker, district nurse, dentist, chiropodist and other NHS professionals whose services are fully funded by the NHS and provision of in-house Occupational therapy.

6 RESIDENTIAL SERVICES NOT COVERED BY OUR FEES

- 6.1 Your weekly fees do not cover the following items, which You must pay for in addition to the fees:
 - 6.1.1 Any specialist nursing care provided by outside agencies;
 - 6.1.2 social trips involving coach travel that exceeds a distance of 10 miles, for example theatre trips, special events and requests for individual trips/outings;
 - 6.1.3 telephone charges of any kind (whether this is from using the telephone point in Your Room or otherwise);
 - 6.1.4 Sky Television packages;
 - 6.1.5 Professional hairdressing
 - 6.1.6 one-to-one staff assistance away from the Home;
 - 6.1.7 clothing, shoes and slippers
 - 6.1.8 personal copies of newspapers or magazines of Your choosing;



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- 6.1.9 personal purchases such as stationery, stamps, confectionery, alcoholic beverages, particular snacks and any branded soaps and other toiletries of your own choice
 - 6.1.10 dry cleaning and hand washing of clothes;
 - 6.1.11 subject to clause 6.1.13 below, medication;
 - 6.1.12 continence aids and pads;
 - 6.1.13 in the absence of free provision by the NHS, the following services may also be provided, but shall be charged in addition to the weekly fees: Chiropody, Opticians including provision of glasses or contact lenses, Audiology including the provision of hearing aids and batteries, Dentistry including the provision of dentures, Physiotherapy or any other privately arranged healthcare. You may be entitled to receive certain items (e.g. prescription medication) free of charge from the NHS but, if this is not the case, You will need to pay any charges for these Yourself.
 - 6.1.14 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 of £32 Per hour for each member of our staff who is needed to accompany you, with any travelling costs charged at 55p per mile and any car parking charges at the rate applicable.
 - 6.2 Assistance with purchasing personal items may be available by arrangement with our staff. You will be liable for the cost of purchasing such items, but You will not be charged for any assistance provided by Our staff, if required.
 - 6.3 For the avoidance of doubt, where You or Your Representative specifically request any services and/or items in addition to those set out in clause 5, You will be responsible for all costs and charges incurred in purchasing such services and/or items, whether they are bought by Us or by You.
 - 6.4 The needs of individual service users or residents vary from time to time and We will work closely with You and Your relatives/or Representatives to identify Your needs and wishes and to meet them wherever possible.
- 7 **DOMICILARY CARE SERVICES** - in consideration of payment of the agreed weekly fee, we will provide the following services:
- 7.1 **Basic Care and Support**
 - 7.1.1 washing, bathing, showering, bed bathing and strip washing;
 - 7.1.2 hair care, including washing, drying, brushing;



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- 7.1.3 dressing and undressing and assisting/prompting to change clothes;
- 7.1.4 shaving with an electric shaver (wet shaving if risk assessed);
- 7.1.5 supporting with mobility and transfers, including getting in and out of bed, transferring from a chair/wheelchair to a commode and utilising any equipment that You have been assessed for example: hoists, stand aids, turners, glide sheets, handling belts etc.;
- 7.1.6 supporting with use of a TENS machine;
- 7.1.7 supporting with surgical stockings and specialist footwear;
- 7.1.8 supporting with menstruation care (apply/change/dispose of pads);
- 7.1.9 supporting with appliances, e.g., spectacles, hearing aids;
- 7.1.10 oral hygiene, including denture and mouth care;
- 7.1.11 support to eat and drink if the Service User is not at risk of choking;
- 7.1.12 preparing meals and drinks;
- 7.1.13 supporting to take oral medication
- 7.1.14 supporting with eye drops/ointment, nose drops and ear drops;
- 7.1.15 supporting with the application of barrier creams to the skin (non-medicated);
- 7.1.16 supporting with the management of continence, e.g., toileting, using a commode or urine bottle, support to correctly fit pads etc.
- 7.1.17 disposal of clinical waste;
- 7.1.18 subject to clause 8, support with practical tasks, e.g., collecting medication, collecting monies, shopping, domestic work, cleaning on-site, laundry on-site etc.
- 7.1.19 focussed visiting services (call-ins);
- 7.1.20 infection control, including undertaking a risk assessment of infection and flagging a possible risk of or an infection to the appropriate member of the Multi-Disciplinary Team;
- 7.1.21 fall prevention;
- 7.1.22 pressure area care/tissue viability;



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- 7.1.23 support with mental health, including supporting Service Users who have dementia;
- 7.1.24 subject to clause 7, support outside the Service Users home;
- 7.1.25 palliative care;
- 7.1.26 Health Related Tasks and/or Complex Situations
- 7.1.27 stoma care (emptying and changing colostomy bags);
- 7.1.28 catheter care (emptying and changing bags, monitoring urinary output);
- 7.1.29 support with condom catheters;
- 7.1.30 support to eat and drink if Service User is at risk of choking;
- 7.1.31 support with prosthetics/callipers etc.; and
- 7.1.32 application of a simple dressing to cover a wound/broken skin (while the appropriate member of the Multi-Disciplinary Team is notified).

8 SERVICES PROVIDED OUTSIDE OF YOUR HOME

- 8.1 Where Our care workers are required to drive in order to provide the Services or You would like to be taken outside of Your home (and We have undertaken a risk assessment and agreed to take You out), unless otherwise agreed, We will charge You mileage at the rate of 50p per mile in addition to the Charges. Mileage shall be invoiced monthly in arrears and shall be payable by You within 7 days of an invoice being raised.
- 8.2 Where We assist You in connection with the purchase of any personal items outside of Your home, You will be liable for the cost of purchasing such items. In addition, You may be entitled to receive certain items (e.g. medication) free of charge from the NHS but, if this is not the case, You will need to pay for them Yourself.

9 DOMICILIARY SERVICES NOT COVERED BY OUR CHARGES

- 9.1 We are unable to provide the following services to You, which are expressly excluded from the provision of Community Care Services:
 - 9.1.1 supporting with the application and safe disposal of medicated patches unless they are transdermal patches which have been agreed as part of your care plan;
 - 9.1.2 supporting with inhalers;



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- 9.1.3 supporting with nebulisers;
- 9.1.4 supporting with medication via a PEG;
- 9.1.5 supporting with feeding via a PEG;
- 9.1.6 supporting with oxygen therapy;
- 9.1.7 supporting to check blood sugar levels;
- 9.1.8 determining levels of insulin required and administering insulin;
- 9.1.9 administering injections;
- 9.1.10 inserting pessaries/suppositories, etc.;
- 9.1.11 syringe drivers (setting up and changing of and dosage changes);
- 9.1.12 sterile dressing techniques;
- 9.1.13 any other specialist nursing care.
- 9.1.14 The above list is not intended to be exhaustive. If it becomes apparent during a home visit to You that You require any of the above or the performance of any other medically invasive procedure that falls outside Our remit of care, we will notify the relevant member of the Multi-Disciplinary Team as soon as possible.

10 PERSONAL POSSESSIONS AND PETS

10.1 RESIDENTS PERSONAL POSSESSIONS POLICY:

- 10.2 We cannot be held responsible in any way for the safe keeping of Your personal possessions in your room, including, but not limited to, cash, credit cards, cheques, certificates, bonds, documents and/or any other personal items that You must take good care of the same and ensure any valuable items are placed in a locked drawer in your room.
- 10.3 Your personal possessions, including all furniture, valuables and money, are only covered under the Home's contents insurance policy for a maximum value of £1,000. If your possessions are likely to exceed this limit then you should take out your own separate policy to insure, for all risks including accidental damage, to full replacement value, all of Your personal furniture, possessions and belongings. If requested, We are able to provide You with a lockable drawer in which You can keep Your personal possessions, valuables and/or money safely provided that they are fully listed on your inventory and insured by You if their value exceeds the home's own insurance policy limits. In that case a copy of that inventory and insurance policy is provided to the Home.



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- 10.4 On moving into the Home, we require a detailed inventory of all of Your items clothing and personal possessions, including any electrical items you are bringing with you. You, Your Representative or a relative will be required to sign a copy of the inventory to confirm that it is correct. This will be retained by the Home in Your file (for record purposes only) and it is your responsibility to advise the Care Manager of any changes made and your inventory updated and amended accordingly.
- 10.5 You may bring with You small items of furniture and other personal possessions to make Your room as personal as You wish (provided that any items of furniture and electrical items comply with relevant fire and health and safety regulations as well as the Home's policy on personal possessions, including clauses 10.5 to 10.7 inclusive). The home will have to agree that the items being brought will sit within the dynamics of the room and not impede the ability to provide the level of care required, such as being able to use hoists etc. so as not to contravene CQC Regulations on the provision of safe care. All soft furnishings must have the appropriate fire safety approved labels still attached, and any items not bearing this will be refused without exception.
- 10.6 Electrical items can become damaged, this may result in an electric shock or sometimes causes a fire. For safety reasons therefore all portable personal electrical machinery, equipment and appliances brought into the Home by or by a another on your behalf must be safe. We must insist that any such items have been tested by a competent contractor no more than one month prior to the item being brought into the Home and a copy of that test certificate provided to the Home for its records. The exception to this is any electrical item which is brand new, boxed, unused and purchased within the previous six months. Electrical items that have been appropriately checked and passed as safe must carry an approved test safety sticker and be accompanied by a recognised certificate of safety from a competent professional.
- 10.7 Portable Appliance Testing ("**PAT**") is arranged by the Home each year to satisfy Us that all portable electrical items belonging to the Home and to its residents are safe. The cost of PAT testing will be borne by the Home. Unless an electrical item is no more than six months old, as set out in clause 10.6, all electrical items must be checked by the Home's manager or their deputy and be accompanied by a PAT certificate when they are brought into the Home.
- 10.8 The Home reserves the right to immediately withdraw from use any electrical item belonging to You which is considered by the Home's manager to be unsafe for any reason or untested in accordance with clause 10.6.
- 10.9 Unless We expressly agree otherwise in writing, We are unable to accept pets of any kind into the Home. However, your friends and relatives may bring well behaved dogs into the home to visit you by prior arrangement. In addition, the Home receives regular visits from registered PAT dogs and their handlers for



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the wellbeing of the residents.

10.10 DOMICILIARY SERVICE USERS':

Taking care of Your personal possessions (including clothing) - We cannot accept liability for items of clothing and other personal possessions that become lost or damaged in your home unless it is due to Our fault or negligence or the fault or negligence of Our staff or Care workers.

11 RESIDENTS CHANGE OF ROOM POLICY

- 11.1 We will not normally ask You to move from one room to another. However, We reserve the right to move You to a different room at any time if We think that this is necessary to enable Us to deliver effective and efficient care services in line with Your assessed needs and the assessed needs of other residents. If We do need to move You to a different room, We will consult You and give You no less than one month's notice setting out the reason(s) for the proposed change of room unless We need to move You in the case of an emergency, in which case We will give You the reason(s) for the room change as soon as reasonably practicable before or after You have moved into a different room. We will try to move You back into Your Room as soon as reasonably practicable after the emergency has been resolved.
- 11.2 If a non-emergency move is unacceptable to You, or if We are unable to move You back into Your Room after the resolution of an emergency, You will have the right to terminate this Contract without penalty by giving Us at least two weeks' prior notice in writing. At the expiry of the notice period, You will have to leave the Home and clear the same of all personal possessions.
- 11.3 We are permitted to move You into a different room temporarily if Your Room requires immediate maintenance, repair or redecoration. We will move You back into Your Room as soon as the maintenance, repair or redecoration has completed, provided it is safe for You to return.
- 11.4 We retain, and require, full, free and unrestricted access to Your Room in order, amongst other things, to provide our Services to you the Resident.

12 YOUR RIGHTS AS A RESIDENT

- 12.1 Your residency in the Home does not give You a tenancy or an assured tenancy under the Housing Act 1988, nor does it create or imply any right to security of tenure. For the avoidance of doubt, the Owners and the Resident agree that it is not their intention to create between them a relationship of landlord and tenant and that legal possession and control of any rooms occupied by the Resident remain at all times vested in the Owners. You will be allocated a room on admission which You will occupy as a licensee only.



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12.2 In the event that Your capacity deteriorates to the extent that You are deemed unable to make decisions relating to Your care and/or wellbeing, and in the absence of a Health & Welfare Attorney or Personal Welfare Deputy to make such decisions on your behalf, We will be required to make best interest decisions for you in accordance with the provisions of the Deprivation of Liberties Safeguards, the Mental Health Act 2007 and the Mental Capacity Act 2005.

13 RESIDENTIAL TRIAL PERIOD

13.1 Before making the final decision about moving into our Home as a Resident, You are welcome to visit us to meet Our staff and residents so that You can find out all You need to know about the Home. We fully appreciate that it is important that You are able to decide if it is the right Home for You before making any binding decision.

13.2 The first four weeks following admission to the home are treated as a trial period for us both (the "**Trial Period**"). During this Trial Period, either of us may terminate the agreement by giving the other seven days' notice in writing. We may terminate the agreement during this period if it becomes clear that we cannot provide you with the level of care that your needs require following a detailed care needs assessment.

13.3 Where you leave the home before the end of the notice period and we are unable to re-allocate your room to someone else before that period expires, we will refund any payments that you have made for the period following re-allocation.

14 WHAT WE ASK OF YOU AS A RESIDENT:

14.1 Whenever a group of people live together in a community, such as in the Home, it is important for the smooth running of the Home and for the comfort and happiness of all residents that some simple rules are observed by everyone. These rules will always be reasonable and are made either to implement the Home's statutory obligations or for the general comfort of all residents.

14.2 That You must confirm to Us in advance in writing if You have any special dietary requirements or allergies or intolerances so that We can make the necessary arrangements to ensure Your comfort and safety and that of Your fellow residents.

14.3 On signing the Resident's Agreement, You as a resident agree to adhere to the following rules policies and procedures:

14.3.1 **Care Planning Arrangements:**



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On-going amendments: The Home may make changes to Your care plan as the need arises on the basis that You and Your Representative (if any) will receive the latest version every three months.

Photographs: The Home is permitted to hold photographs of You for identification purposes and care records only. If We would like to take and use Your photograph for marketing or any other external purpose, We will seek Your express consent before doing so, [Please see our Privacy policy for more details on how we handle your personal information and the appropriate Consent clause to indicate Your choice on the Resident's Agreement]

Procedure on Death: This will take full account of Your known wishes and those of Your family, as notified to the Home at the time of Your admission and we will deal with your Personal Representatives over any outstanding charges that may be due to that date.

- 14.3.2 **Smoking** – for legal and safety reasons, smoking or Vaping or the use of any electronic cigarettes is not permitted anywhere inside the Home, including in Your Room. Resident's may only smoke in accordance with the Homes' smoking policy which is available on request from the Care Manager.
- 14.3.3 **Use of electrical appliances** – No electrical appliances shall be used in the Home by You as a resident other than in accordance with clause 10
- 14.3.4 **Keeping Your own medication in the locked cupboard provided** – You as a Resident agree to the administering of your own prescribed medication and undertake to take all medication that has been prescribed to You in accordance with the instructions given by your prescribing doctor. All medication and other personal remedies must be handed to a senior member of staff upon admission to the Home. In the interests of Your safety and that of the other residents, We reserve the right to supervise the use and consumption of all prescription medication and to record the same on the eMARR and in your care plan. As part of the Boots care service, included within this Contract, annual checks are made that We handle, store, administer, check and record any medications safely in accordance with the Medications Administration Review & Request (MARR) regulations and in accordance with all the relevant legislation and health and safety policies and procedures. This is also checked as part of the CQC inspections that are made on the home periodically.
- 14.3.5 **Resident Fire safety measures** – for Your own safety and that of the other residents You are required to observe the Home's fire regulations. In addition to familiarising yourself with the fire drill, You



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understand that you are required to keep the Fire door to Your Room closed and may not prevent it from closing at any time other than by the use of any approved hold back device provided, these will automatically release and close the door if the fire alarm is sounded. You and any of Your visitors should familiarise yourselves with the fire exits and the fire drill. In the event of fire, the lift must not be used, instead You should use the fire staircases from each floor.

- 14.3.6 **Gifts and bequests to members of staff** – the Home operates a strict policy whereby members of the Home’s staff including Community Care Workers are **not** permitted to accept gifts or bequests from residents under any circumstances. We would ask You, therefore, not to offer gifts or make bequests to members of staff or Care Workers. If You would like to show Your appreciation in some way, You may discuss this with the Owners who may be able to suggest an alternative method of showing your appreciation.
- 14.3.7 **Witnessing any legal documents** – the Home’s staff and Community Care Workers are not permitted to act as a witness to any legal documentation, should you need a formal document witnessing please speak to the Home Owners who may be able to make alternative arrangements for the Home’s Lawyers to act as an independent witness. You agree that in those circumstances you will be wholly responsible for the independent Lawyers’ fees in that regard.
- 14.3.8 **Legal and other advice and correspondence** – if You are unable, or prefer not, to control Your own financial affairs, You are advised to arrange for Your Legal Representative, accountant or other professional representative to control them on Your behalf. Subject to the obligations set out in this Contract to pay Our Charges as they fall due, the Owners and the Home’s staff have no responsibility for, interest in, or claim on Your financial resources or on your estate. The Owners and the staff at the Home will not handle Your money or pension monies as an appointee and barred from being appointed as an Attorney under the Mental Capacity Act 2005. In the absence of a Representative with authority, You may be required to appoint a relative to act as your appointee, attorney or if you lack capacity Court appointed Deputy to deal with this aspect of Your personal financial affairs. In relation to your Health & Welfare, decisions can only be made by a registered Welfare attorney, and even then, only once you lack mental capacity. If you have made such a document a copy must be registered with us before we will act upon it.
- 14.3.9 **Residents -Taking care of Your personal possessions (including clothing)** - We cannot accept liability for items of clothing and other personal possessions that become lost or damaged unless it is due to



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Our fault or negligence or the fault or negligence of Our staff. We ask that You keep all items of Your clothing and other personal possessions properly labelled with Your name to minimise the risk of them being mislaid or lost and update us in any changes to your personal clothing and effects by updating your inventory.

14.3.10 **Residents - Clothes Washing** – most laundry is carried out on the premises; accordingly, Your clothing should be labelled with Your name in accordance with clause 14.3.9 by embroidered sewn-on nametapes that are suitable for machine washing and drying. Whilst all care will be taken to take care of and look after all items of personal laundry, it will be machine washed and dried. We cannot be held responsible for clothing damaged in the normal process of laundering as it is undertaken in good faith and to the best of our abilities. Any delicate items or items requiring specialist cleaning (including dry cleaning) will need to be processed off site and separate fees and charges will apply for those services' payable by You.

14.3.11 **Zero tolerance towards violence** – We operate a strict zero tolerance policy regarding violence towards all members of Our staff including our Community Care Workers. If You or any member of Your family is violent or abusive towards Our care workers, We will terminate your Contract with immediate effect and if you are a Resident you will be asked to leave and terminate your residency at the Home with immediate effect.

15 RESIDENT VISITING HOURS & SHORT ABSENCES

15.1 We have set visiting hours to enable us to ensure that we can provide appropriate care to the Resident's and for the issue of any medication required. Please refer to our Visiting Policy which is available on request from the Care Manager.

15.2 If You would like to go out with a friend or relative or otherwise leave the home for any duration, it is requested that You (or Your friend or relative) provide prior notice to a senior member of staff at the Home so that We know, at all times, where You are and so that You can be made ready for the outing, meal times can be re-arranged, where necessary, and any medications that may be required for Your period of absence from the Home are prepared in advance.

16 FEES FOLLOWING TERMINATION

16.1 FOR RESIDENTIAL CARE:

16.2 When You leave the Home, for whatever reason, Our fees are payable in full up to and including the date on which You vacate your room at the Home.



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- 16.3 In the event of death of a resident, We are entitled to charge the full fee for a period of three days from the date of death providing the room is cleared of all personal possessions. If during that period, we are able to reallocate the room then fees will only apply to the date of the reallocation. If the resident's personal possessions remain in the room beyond the three-day period then a maximum backstop period of up to ten days from the date of death will be charged for providing that the room is cleared during that backstop period, this is unless an agreed extension of either the fixed period or the backstop period is agreed with the personal representatives of the resident.
- 16.4 **FOR COMMUNITY CARE SERVICE USERS:**
- 16.5 If You no longer require the Services, for whatever reason, please provide us with no less than one weeks' notice to terminate this Contract.
- 16.6 Our Charges are payable in full up to and including the date on which You terminate this Contract.

17 CIRCUMSTANCES IN WHICH A RESIDENT MAY BE ASKED TO LEAVE

- 17.1 **If the Home is unable to provide the level of care You need** – We hope We can accommodate all Your needs, including end of life care where this becomes necessary and is in Your best interests. However, if Your needs exceed those the Home is registered and permitted to provide, the Home's manager will, having carefully assessed your revised care needs, explain in detail to You and Your relatives and/or Representative the revised or additional type of care required, and will seek to assist and give all possible help in making alternative arrangements for Your future care. The decision to move You from the Home will only be made following appropriate consultation with You, Your family, Your Representative and relevant health professionals, and when the home has no choice as it would otherwise breach its operating terms and registration with the CQC. No period of notice is required (either from You or from Us) if You have to leave the Home in these circumstances.
- 17.2 **If Our Fees are not paid in full when they are due** – If for any reason Our Fees are not paid in accordance with the terms of this Contract or, if Your Guarantor defaults in meeting any fees due under the provisions of clause 2 above having been requested in writing to pay those fees agreed with You; and You or Your Guarantor are unable to satisfy Us that the reason for the non or late payment is temporary and will not continue for more than 4 weeks from the date on which Our Fees became due and payable, (with all arrears and any interest calculated and due in accordance with clause 4.3 above being paid in full), then You will have to leave the Home. If You are required to leave the Home for non-payment of Our Fees. We will give You no less than two weeks' prior written notice terminating the Contract, and You will then be required to leave the Home at the end of this notice period removing all of your personal possessions.



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- 17.3 **Incompatibility** – We may end this agreement if you persistently behave in a way that seriously affects the wellbeing or safety of other residents and staff in the home. Before asking you to leave the home, we will make all reasonable efforts to address and manage detrimental behaviour and consult with you and your representatives, to ensure you understand that a problem has arisen and are supported to behave in a different way. If it becomes necessary to ask you to leave, we will provide you and your representatives with 7 days' written notice, but we will work with you to help you find suitable alternative accommodation. If You are required to leave the Home in accordance with this clause 17.3, We will give You no less than 7 days prior written notice before terminating this Contract. You will be required to leave the Home at the end of this notice period and clear your room of all personal possessions.
- 17.4 **Emergency closure of the Home** – In the unlikely event that the Home has to be closed in an emergency situation such as a fire or flood damage, You will be required to leave the Home at the earliest opportunity. We will give You as much notice as reasonably possible in all the circumstances, but certain emergencies may necessitate Your leaving the Home on immediate notice. If this were to happen, You would be responsible for finding an alternative Home but We would give You as much assistance as possible to do this.

18 CIRCUMSTANCES UNDER WHICH WE MAY TERMINATE A SERVICE USERS CONTRACT

- 18.1 **If We are unable to provide the level of care You need** – We hope We can accommodate all Your needs, including terminal care where this becomes necessary and is in Your best interests. If Your needs exceed the Services that We can provide, the Home's manager, in conjunction with other members of Your Multi-Disciplinary Team will explain to You and Your relatives and/or Representative the type of care arrangements that You need and assistance will be given in making alternative arrangements for Your future care. The decision to cease the Services will only be made following consultation with You, Your family, Your Representative and Your Multi-Disciplinary Team (as appropriate). No period of notice is required (either from You or from Us) if the Services cease in these circumstances.
- 18.2 **If Our Charges are not paid in full when they are due** – If for any reason Our Charges are not paid in accordance with the terms of this Contract or, if different, on the dates that We have agreed with You and You are unable to satisfy Us that the reason for the non or late payment is temporary and will not continue for more than one week from the date on which Our Charges became due and payable, with all arrears and any interest calculated and due in accordance with clause 4 being paid in full, We will terminate this Contract and stop providing the Services. If We terminate for non-payment of Our Charges in accordance with this clause 17, We will give You no less than one weeks' prior written notice terminating this Contract. The Services will stop at the end of the notice period.



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18.3 **Incompatibility** – If We feel that You are not compatible with the home-care services provided by Us, for example if You find it difficult to adhere to the home-care service rules which causes friction between You and the Our care workers, We may consider it to be in Your best interests and in the best interests of Our staff to stop providing the Services. Before taking such action, We will discuss the situation with You and Your relatives and/or Representative with a view to resolving the problems. If the problems persist, We will terminate this Contact by providing You with no less than one weeks' prior written notice. The Services will stop at the end of the notice period.

19 **OTHER REASONS FOR TERMINATION OF EITHER RESIDENTIAL OR SERVICE USER CONTRACTS**

19.1 **Other reasons** – There may be other reasons why We would need to ask You to leave the Home, or why We would need to stop providing your community care Services for example if the Home's registration with the Care Quality Commission is withdrawn or We needed to close the Home or stop the provision of Our home-care services for any (non-emergency) reason. In this event, where we ask you to leave, we will provide you and your representatives with 28 days' written notice, but we will work with you to help you find suitable alternative accommodation. Residents will be required to leave the Home at the end of this notice period and clear your room of all personal possessions and in the case of Service Users the Services will stop at the end of the notice period.

20 **OUR OBJECTIVES RELATING TO THE END OF LIFE OF A SERVICE USER**

20.1 Our objective is to enable service users to enjoy a high quality of life and talk of death may appear inappropriate. However, it is the wish of many of Our service users and their families, when deciding to engage the Home to provide the Services, that We will do so for the rest of their lives.

20.2 The care of a service user who is close to death requires sensitivity and special skills, and Our care workers will provide all possible support and assistance, including specialist arrangements, required for the physical, emotional, and spiritual care of such residents. To enable Us to fulfil this important aspect of care, it would be helpful if You could advise Us of any requests You may have, including any social or cultural traditions You would wish to be observed in connection with the end of life and death.

20.3 Our Services will, of course, come to an end on Your death.

21 **IF A RESIDENT CHOOSES TO LEAVE THE HOME OF THEIR OWN ACCORD**

If You are a Resident and decide, for any reason, that You no longer wish to live in the Home, You will be required to give Us no less than 28 days' prior written notice to terminate this Contract. Please include the date on which You will be leaving the Home. At the end of the notice period or, if different, on the date set out in Your written



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notice to terminate, You will be required to leave the Home and clear your room of all personal possessions.

22 OUR OBJECTIVES RELATING TO THE END OF LIFE CARE FOR RESIDENTS'

22.1 Our objective is to enable residents to enjoy a high quality of life and talk of death may appear inappropriate. However, it is the wish of many of Our residents and their families, when deciding to move into the Home, that they will live with Us and be cared for by Us for the rest of their lives.

22.2 The care of a resident who is approaching the end of their life requires sensitivity and special skills, and Our staff will provide all possible support and assistance, including specialist arrangements, required for the physical, emotional and spiritual care of such residents. To enable Us to fulfil this important aspect of care, it would be helpful if You could advise Us of any particular requests You may have, including any social or cultural traditions You would wish to be observed in connection with the end of life and death so this can be recorded in a Life values Statement or if appropriate a legally binding Advance Decision document.

23 DATA PROTECTION STATEMENT

23.1 Hummingbird Care is registered as a Data Controller with the Information Commissioner's Office. The registered Data Controller is Tiffany Cutler under Register number C1323486. Further information about how we process your personal information can be found on the accompanying Data Protection Privacy Notice. Please contact us if you have any queries.

23.2 If you are happy with the Home using photographic images of you as a Resident or Service User in the Home's Social Media accounts or for internal display purposes, please indicate your acceptance by ticking the appropriate box on the accompanying Resident's Agreement or Service Users Agreement.

24 COMPLAINTS PROCEDURE

24.1 Hummingbird Care is committed to providing high quality personal centred care with a professional, caring, and empathetic approach. If for any reason you are unhappy about any aspect of our service including our costs, you should first raise the problem with our Care Manager, Stephanie Westlake or either of our Deputy Care Managers Seiko Dakin and Tiffany Cutler.

24.2 A copy of our Complaints Handling Procedure accompanies these Terms and Conditions and sets out what action you can take if you are not satisfied with the way we have handled your complaint. The Procedure includes contact details of other organisations that may be able to assist you.



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25 COMMUNICATING WITH YOU

- 25.1 We will communicate with you by letter, telephone or email. Please let us know if you have a preference.
- 25.2 We will endeavour to respond to any communication on the day it is received.
- 25.3 If you would like us to communicate with you by email or mobile phone, please provide your email address or mobile phone number in the appropriate box on the Resident's Agreement or Service Users Agreement that accompanies these Terms and Conditions. Please note that whilst we take every reasonable precaution, email cannot be guaranteed to be secure. We cannot guarantee against viruses and any attachment received by you from us should be scanned with your own up-to-date virus detection software. We will not be responsible for any loss or damage caused to your computer, hardware or software, resulting from a transmission sent by us.
- 25.4 Please note that we will not advise you of changes to important business information, such as our bank account details, by email.
- 25.5 To allow sufficient time for us to deal with the day to day care of our residents it is our policy to only read and respond to email communications between 9am and 11am and between 3pm and 5pm Monday to Friday, except if one of those days is a Bank Holiday. At weekends and on Bank Holidays we aim to deal and respond to your enquiry on the next normal working day that follows. If your matter requires urgent attention outside of these times, please telephone the office to advise and we can then give the matter our full attention.

26 CONFIDENTIALITY POLICY

- 26.1 We have a professional and legal obligation to keep the information we hold about you and your health care confidential, and all our staff and Care workers have signed confidentiality agreements and hold current Enhanced DBS certificates.
- 26.2 We are continually seeking to improve the quality and efficiency of our services, and this means that from time to time Hummingbird Care may be subject to audit or quality checks by the Care Quality Commission or other organisations, and your care plan file may be selected for checking. All auditors and assessors are required to sign a confidentiality agreement. If you agree to your file to be inspected in this way, please tick the appropriate box on the accompanying Resident's Agreement.

27 EQUALITY AND DIVERSITY POLICY

We are committed to promoting equality and diversity in all our dealings with residents and their family and friends, our employees and third parties. Further



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details are contained in our Equality and Diversity Policy a copy of which is available on request.

28 JURISDICTION

Any dispute or legal issue arising from our Terms and Conditions will be determined by the law of England and Wales. This applies even if you are resident, domiciled or otherwise situated in a country other than England and Wales, or the matter concerns persons, organisations or property situated outside the jurisdiction of England and Wales, or where we take any steps on your behalf, or incur any liability or expense, outside the jurisdiction of the Courts of England and Wales. Both parties agreed to submit to the non-exclusive jurisdiction of the Courts of England and Wales.