

LICENCE TO OCCUPY AND PROVISION OF CARE IN RESIDENTIAL CARE ACCOMMODATION FOR OLDER PEOPLE

BETWEEN

CHS Group
(hereinafter called CHS)

And

(hereinafter called "The Resident")

Commencement of Licence

This Licence is between:

- (a) **Cambridge Housing Society Limited**, a charitable community benefit society registered in England & Wales no 10457R ("**CHS**" or "**we**"); and
- (b) (the "**Resident**" or "**you**").

It relates to the accommodation for one person in **Room** at **..... House** (the "**Home**") plus the care and support services which are necessary for the Resident to live at the Home.

This Licence sets out the terms under which you will occupy your accommodation and **you are advised to read it carefully before signing it**. If you wish, you can also obtain the advice of your Power of Attorney, solicitor or a close relative or friend, before signing it.

1) **THE SERVICES**

- a) We have offered you a place at the Home based on your individual health and social care needs. We have assessed these needs and we believe your needs are currently **Residential care/High Dependency***. Further information about what this includes can be found in your care plan. A detailed breakdown can be found in your **Dependency Risk Assessment**. *Typical high dependency criteria would be diagnosis of dementia (or similar), mental health needs resulting in challenging behaviour, double-up care or similar high staffing need.
- b) The services include personal care and support for assistance with things like washing, bathing or cleaning (personal hygiene), nutrition and hydration, getting dressed, going to the toilet and taking medications.
- c) We offer care and support which reflect your needs and preferences and, in particular:
 - i) we will enable and support you to be involved in decisions about the planning of your care;
 - ii) we will work with you, your family and any appropriate external social or health care professionals to carry out an assessment of your needs and preferences for care and treatment which we will record in a care plan;
 - iii) we will make reasonable adjustments, where required, to meet your individual needs;
 - iv) support you to manage your own care (if you would like to do so) as much as is reasonably practical, subject to the health, safety and welfare of other residents, staff working in the Home and visitors;
 - v) we will assess the risks to your health and safety of receiving care and take steps to reduce such risks.
- d) The following services are not included as standard but can be purchased separately: physiotherapy, hairdressing, chiropody, accompaniment to external appointments such as visiting your GP/hospital appointments, any toiletries/sundries, external activities. If we are able to provide such additional services, we will tell you how much they will cost, and you will be required to pay for these additional services at the time you request them. These are not included within your Weekly Fee and will incur an additional charge.

Changes to your care and support services

- e) It is important to understand that all residents are likely to require more help and assistance day to day during their stay at the Home. For example, you may need more staff assistance to carry out

tasks you used to be able to do for yourself, or you may need to move to another room with more adaptations.

- f) We will continue to assess with you whether the Home meets your needs and carry out further assessments throughout your stay as appropriate and at least once a year.
- g) Where we believe (using our professional judgment) that your needs have increased and the services you want or require mean that your needs category needs to change, we will normally provide you with our assessment and discuss this with you to explain the changes we believe to be necessary. We will also confirm how this will affect your fees and any additional payments that will need to be made.
- h) Unless your care needs increase significantly and unexpectedly, we will normally give 1 month notice of any change to your care services and any increase to your Weekly Fee. Sometimes, we may need to make changes on shorter notice or immediately in an emergency or to protect your safety and wellbeing. In which case we will give you as much notice as reasonably possible.
- i) Where you receive financial assistance from the Local Authority or NHS, we will also notify them as it may be appropriate for them to arrange their own assessments.
- j) If your health improves or your social care needs decrease over time, we will similarly review whether your existing category of care is appropriate and whether, based on your increased independence; it is suitable to reduce your fees.

If you disagree with our professional judgment, you are welcome to arrange an independent assessment via the Local Authority or your GP. We will comply with our regulatory obligations and will not reduce your care services where we believe this will put you at a real risk of harm and we will charge the revised fee from the date we change your care package. If the independent assessment rejects the findings in our assessment, we will withdraw the proposed change to your care services and fee.

In all circumstances where you do not agree to the proposed changes you can choose to leave the home by giving notice in the normal way.

2) **THE ACCOMMODATION**

- a) CHS provides accommodation based on single occupancy of a room at the Home.
- b) This includes (as standard), all your meals (including any reasonable dietary requirements), drinks and snacks, laundry (excluding dry cleaning), domestic cleaning services, utilities such as heating and hot water, resident communal Wi-Fi access, furniture for your room (single bed, wardrobe, chair) and maintenance of communal furniture, fixtures and fittings throughout the Home, and a service to keep the inside of your room in good repair, well decorated and clean.
- c) The following services are not included as standard but can be purchased separately: telephone line rental and calls, television and TV Licence (telephone & TV point provided) Wi-Fi in your room, newspapers. If we are able to provide such additional goods and services, we will tell you how much they will cost, and you will be required to pay for these additional services at the time you request them. These are not included within your Weekly Fee and will incur an additional charge.

- d) You will also have access to the shared facilities of the Home, such as the lounges, dining rooms, bathrooms, gardens and other communal areas. CHS may vary, withdraw or add to, any of the services for the general benefit of residents or for the better amenity of the Home and we will give you at least one month notice of any proposed changes.
- e) Your room is your private space and we want you to feel as comfortable, secure and at home during your stay. We will sometimes need access to your room:
 - i) to provide the care and support services;
 - ii) for cleaning, decorating, routine maintenance and repairs;
 - iii) to ensure your safety and the safety of others.

We will try to give you notice before such visits are due. The Manager of the Home holds the master key to all accommodation and may enter at any time without the Resident's permission in any emergency.

- f) You will occupy your room under a licence. This means that you can stay in your room for the duration of this Licence (like booking a hotel), but you will not own the room and you cannot sell or gift the room in your Will. There will be no relationship of landlord and tenant between us.

Changes to your accommodation

- g) There may be circumstances where another room might be more appropriate for you, for example: where your needs category changes, you wish to move to a cheaper room, if you are unable to pay the full fees for the room you currently occupy, or where a move is in the best interests of you and/or the other residents at the Home.
- h) Where we believe (using our professional judgment) that it is necessary for you to move rooms, we will normally provide you with our assessment and discuss this with you to explain the changes we believe to be necessary.
- i) We will normally give 1 month notice in advance of any move. Sometimes, it may be necessary for you to move on shorter notice or immediately in an emergency or to protect your safety and wellbeing. In which case we will give you as much notice as reasonably possible.

3) THE WEEKLY CHARGE

Please note: Self-funding residents or their representative will be offered general advice from a CHS Money Matters Advisor within 8 weeks of taking up residence in the home. This may include highlighting the general advantages and disadvantages of different product types, such as endowments to pay for care. **Please note this is not Financial Services Authority (FSA) authorized advice, and Advisors cannot recommend specific financial products or providers.** We recommend that residents speak to an independent financial adviser to discuss their options before moving in.

- a) The Weekly Charge will be **£.....**
- b) Where you are paying privately, the Fees must be paid monthly on or before the first of each month, in advance, by direct debit. To calculate the amount payable on the first of each month, we multiply the weekly fee by 52/53 weeks and divide by 12 (months). *A 53-week year is a Leap Year.*

- c) If you and/or your friends or relatives pay some or all of your fees you must, within six weeks of the date of this Licence, appoint a Lasting Power of Attorney (Property & Financial Affairs) or Deputyship. Alternatively, we may require that you pay a sum in respect of your Fees in advance or arrange that someone else completes a Third-Party Guarantee Agreement to guarantee payment of your Fees. If suitable arrangements are not in place within 6 weeks of the date of this Licence then we may need to terminate it
- d) If you are not able to pay the full fee it is your responsibility to apply for Local Authority and/or NHS funding in good time to make the necessary arrangements. If you are applying for Local Authority or NHS funding, you will continue to be responsible for paying our fees in full until your application has been completed and that funding has been agreed and commenced by the relevant body. If the Local Authority or NHS reimburse us for care services we have provided and for which you have already paid, we will settle any outstanding sums and pass the difference on to you
- e) If you are not able to fund the Local Authority fee in full we reserve the right to refuse admission to the Home

Changes to the fees

Provided there are no changes to your room or the needs or the services you require, or changes in legislation your fees are fixed up until 1st Monday in April of the next calendar year, unless they meet criteria outlined below (**see g**)

We will review and increase the fees (for all our residents) once a year in April, in line with the Consumer Price Index plus Housing ("CPIH") plus up to 7%.

For example, if your fee is £1,000 per week and the CPIH for the previous 12 months is 5% then, from the 6th April, your weekly charge will increase by a minimum of £50 per week (a 5% increase) up to a maximum of 7% increase)

You can find a link to recent percentage changes in CPIH from the Office of National Statistics at <https://www.ons.gov.uk> or by asking the Home Manager

- f) We will write to you giving 28 days' notice to confirm the changes arising from our annual review and the new rates which will apply each year. This review is separate to any change in fee which occurs because of a change in your individual care needs.
- g) We may also review the fees more frequently where there are major changes in legislation or by our regulator (the Care Quality Commission) which results in a significant increase in our costs, which were not already incorporated into our annual review. For example, if the regulator increases its fees or if there is an increase in the National Minimum Wage / National Living Wage, or if we experience additional costs beyond our control, such as pandemic or national crisis situations. We will give you at least one month notice of such change.
- h) Where you receive financial assistance from a public-sector commissioner, any increase in your Weekly Charge will always be in line with our Agreement/contract with the Local Authority or NHS, and therefore may be different (usually lower) than our Private Fee rate. Where there is no Agreement with the Local Authority or NHS, the Weekly Fee will increase by up to 7% each year and they will inform you of how this impacts any payment you make towards the Weekly Charge.

Financial assistance and public funding from the Local Authority

Please note: If you are a care home resident with capital over certain limits the Care Act requires you to meet the full cost of your accommodation and personal care in a residential care home. Changes to your financial resources may mean that you become eligible for or cease to be eligible for funding by the Local Authority. We will help refer you to advisers who can assist but it is ultimately your responsibility to secure suitable funding.

- i) If the Local Authority is unwilling to pay our **assessed/negotiated** fee, you may still be able to stay at the Home if you can arrange for someone to pay the difference between the amount paid by the Local Authority and the full Weekly Charge. This is known as a '**top-up**'. A top-up payment should usually be agreed with the Local Authority, but they may be willing to allow or require that the top-up is paid to us direct.

If this top-up payment cannot be agreed, we will discuss your options with you. You may be able to enter into an '**accrued payment agreement**' under which the Local Authority agrees to provide funding as a loan. This enables residents, who are unable to sell their home quickly enough to pay for their care, to get help with their fees. The loan is repaid when the property is sold later.

- j) If you are unable to arrange payment of the full Weekly Charge (with or without assistance from the Local Authority) we may ask you to leave the Home.

Financial assistance and public funding from the NHS

- k) If you are or become eligible for Continuing Healthcare Funding ("**CHC**"), this will be paid for by the Local Authority and/or NHS. You cannot 'top-up' your CHC funding, although you are able to purchase any additional services which are not included as part of your care package.
- l) If the CHC Funding is insufficient to meet the Weekly Charge or the CHC Funding stops and you cannot afford the full fees, we may ask you to leave the Home.

4) TEMPORARY ABSENCE FROM THE HOME

- a) If a Resident goes out of the Home during the day, they should inform a member of staff, as knowledge of everyone's whereabouts is essential in case of fire.
- b) If you wish to keep your room reserved whilst in hospital or away from the Home, we will charge 100% of the Weekly Charge for the period.
- c) If you have been absent from the Home for a period of more than two weeks and we reasonably believe that you will not return within a further two-week period, we may give you one month notice to terminate this Agreement

5) YOUR RESPONSIBILITIES

- a) For us to deliver the right care and support for you, we need to understand your wants and wishes so that we can best understand your lifestyle needs and make decisions about your care. You can help us by telling us:

- i) how you want to be cared for;
 - ii) of any social, religious or cultural traditions that you wish to observe;
 - iii) if your financial circumstances change significantly (for example if you may become or cease to be eligible for public funding);
 - iv) any change in contact details for your family and representatives;
 - v) if something happens which could affect your care needs level or your care plan.
- b) The Home is occupied by other residents who should feel safe and comfortable whether in the privacy of their room or the communal areas throughout the Home. You must treat all other residents of the Home, their visitors and our colleagues with respect always.

Visitors

- c) It is important to us that you can maintain your social life and keep links with your family, friends and community networks. Visitors are welcome at the Home at all reasonable times. **In the event of concerns of infection or other risk within the home, we may have to temporarily restrict visitors**
- d) You and your visitors must abide by the policies and procedures which apply to the Home from time to time. These are available in your welcome pack and from the Home Manager upon request.
- e) We reserve the right to refuse entry to any visitor who we reasonably believe may pose a real and significant danger to our colleagues, other residents or their guests. If your visitors cause, or attempt to cause, harm or offence to our colleagues, other residents or their guests, we will discuss our concerns with you and them and if necessary, refuse them entry to the Home.
- f) We will discuss our concerns with you to try to resolve the issues (as far as reasonably possible) before the situation becomes too serious and keep our decisions under review.

6) MISSED AND LATE PAYMENTS and DEFERRED PAYMENTS

- a) If you fail to pay your fees in full and on time, then:
- i) we will write to you (and the top-up payer if appropriate) and the Local Authority to confirm that all outstanding fees must be paid within a month
 - ii) we will discuss with you the reasons for the non-payment and whether you need to apply for financial assistance or alternative accommodation outside the home;
 - iii) we will **charge interest on any outstanding sums at 3% above the Bank of England base rate (accruing daily)**. This will apply even if the outstanding sums are agreed with us as part of a deferred payment arrangement secured on your property
 - iv) we may engage the services of third parties to collect the fees on our behalf
 - v) we may take legal action to recover unpaid fees.
- b) If you have significant sums outstanding (for example, an amount equal to or greater than 10% of the Weekly Charge), if you repeatedly fail to pay the Weekly Fee in full or on time, or if you or anyone who is making a top-up repeatedly fails to pay the top-up in full or on time, we may ask you to leave the Home. We also may take legal action to recover these unpaid fees.

7) **TERMINATION AND LEAVING THE HOME PERMANENTLY**

- a) You have the right to cancel this Licence for any reason within the 'cooling off' period which lasts for fourteen days from the start of this Licence. If you move into the Home within the first fourteen days, you can still cancel this Licence (immediately and for any reason), but you will need to clear the room of your belongings on the day that you cancel and pay for the days for which you stayed at the Home.
- b) After the first fourteen days, you can cancel for any reason by giving us at least four weeks' notice.
- c) Our contact details for informing us of your decision to cancel are:-

Letter: **care home address**
Telephone: [insert]
Email: [insert]

- d) To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the Model Cancellation Form that follows this contract, but you do not have to. If we do not acknowledge receipt, to avoid any miscommunications you should check that we have received your notice.
- e) If you have already made payments to us we will reimburse to you all payments received from you, less our validly incurred costs. We will make the reimbursement without undue delay, and not later than twenty-eight days after the day on which we are informed about your decision to cancel the Licence. You will not incur any fees as a result of the reimbursement.
- f) If the Resident leaves the Home without giving the required period of notice, we will charge the fees (calculated on a daily basis) up to the end of the required notice period or until the room is cleared and reoccupied by a new resident (whichever is shorter).
- g) If you receive funding from a public-sector commissioner, our agreement with the Local Authority and/or NHS will set out the circumstances where either we or they may bring this agreement to an end. We recommend that you contact them direct to confirm the arrangements for your circumstances.

If you are a private paying resident, or if you receive financial assistance from a public-sector commissioner and where the contract between us and the Local Authority and/or NHS remains silent:

- h) We may cancel this Licence (for any reason) on three months' notice.
- i) We may require you to leave the Home (at any time) by giving you at least one month notice in writing if, for example:
 - i) you exhibit behaviour that is reasonably considered by us to be violent, disruptive or presents a significant risk of serious harm to colleagues, other residents or their visitors;
 - ii) you, the Local Authority or NHS or anyone acting on your behalf, have repeatedly failed to pay some or all of the full contribution towards the Weekly Charge and significant fees remain outstanding;
 - iii) the Local Authority and/or NHS is unwilling to pay the full Weekly Charge

- iv) you are no longer eligible for public funding and you are unwilling or unable to pay the Weekly Charge;
 - v) in our reasonable opinion or on medical or regulatory advice, we cannot give you the appropriate level of care you need by making reasonable adjustments (for example, where your support needs increase suddenly and significantly and we can no longer provide the right care for you) or where another provider has the specialist services required to better meet your needs;
 - vi) if we are closing all or part of our business, including the Home.
- j) In extreme circumstances, where:
- i) our relationship with you has deteriorated to the point where we reasonably believe your presence at the Home presents an immediate, significant risk of serious harm to colleagues, other residents or their visitors; or
 - ii) despite making reasonable adjustments, we reasonably believe it is not safe for our colleagues, other residents or their visitors if you were to remain at the Home for the remainder of the normal, one-month notice period, we may give seven days' notice (or shorter) for you to leave the Home.
- k) In all circumstances and before asking you to leave the Home, we will consult with you and the relevant authorities as much as possible and use reasonable endeavours to explain why the decision has been made, as well as help you to find other suitable accommodation.
- l) In the event of your death this Licence will end, and we will charge the fees (calculated on a daily basis) for a minimum of **2** days and until your room is cleared (up to a maximum of 10 days). We will not charge you for any days where another resident has already moved into the room. If your friends or relatives need longer than 10 days to move all your belongings they can discuss this with the Manager and agree an extension (in writing).
- m) The Resident must vacate their room on or before the date on which the notice expires and room keys must be handed back to the Home Manager. All own furniture and personal possessions must be removed, leaving the room in a good lettable condition and repair.
- n) If the room has not been cleared by the end of the notice period, we will store small items (such as a small chair or television) for a period of up to twenty-eight days at a cost. We will notify you and/or your representatives that your items have been moved to storage so that they may be collected at a more convenient time before the end of the twenty-eight day period, otherwise the items will be disposed of (by us) and the costs of disposal charged to you (or your estate). Where we incur a cost storing items in this way you or your representative will need to pay our charges before collecting the items.

8) **INSURANCE AND RISKS**

- a) You are responsible for taking good care of your property and belongings. When you are considering what to bring with you, please be aware that the Home is occupied by other residents and visited by their friends and family.
- b) If you wish to bring personal belongings into the Home at your own risk, we recommend that you do not keep anything of significant financial or sentimental value in your room and that you arrange your own insurance cover for your personal effects.

- c) Our liability to compensate you for any loss or damage to your property (this does not apply to loss or damage resulting in death or personal injury) is limited to the replacement value only having regard to such factors as whether the damage was due to a negligent act or omission by us or our staff, and you having evidence of the item's value.
- d) We will compensate you for any loss or damage you may suffer if we fail to carry out duties imposed on us under this Licence or by law, unless that failure is due to:
 - i) your own fault;
 - ii) a third party or persons unconnected with the provision of care services and accommodation under this Licence; or
 - iii) events which we could not have foreseen or prevented even if we have taken all reasonably practicable care.
- e) We will not be liable or responsible for any failure to perform or delay in performance of any of our obligations for any events outside our reasonable control.

9) **FEEDBACK**

- a) We are regulated by the Care Quality Commission and maintain a standard of care as required by the Health and Social Care Act 2008.
- b) We welcome feedback and encourage you to provide us with your thoughts and opinions on what we are doing well and what we can do to improve. CHS has a written complaints procedure which is issued to all residents and a copy is available from the Manager of the Home at any time.
- c) If the Resident has a complaint, you can talk to a member of staff or the Home Manager (you may need to book an appointment if you wish to speak to a Manager) who will try to resolve your complaint at a local level.
- d) If you are still dissatisfied or unable to obtain a satisfactory resolution at the end of the CHS complaints process you may wish to involve a designated person to help you reach agreement with CHS, or to refer your complaint to the Housing Ombudsman on your behalf. A designated person may be our local councillor, MP or the CHS Customer Complaints Panel which is recognised by the Housing Ombudsman.
- e) At any stage, you may wish to talk in confidence to the CHS Customer Complaints Panel (complaints.panel@chsgroup.org.uk) who can advise and assist you. The panel consists of specially trained, impartial customers.

If the complaint is not resolved in accordance with this procedure the Resident or their chosen Representative may wish to refer the matter to the Registering Local Authority – Cambridgeshire County Council. Complaints can also be raised at any time with the regulatory body for Residential Homes - further information is available from the Care Quality Commission www.cqc.org.uk.

10) **GENERAL**

- a) We may vary the terms of this Licence from time to time. We will give you one month notice of any changes.

- b) We may assign, novate (i.e. transfer) and/or subcontract the benefit and/or burden of this Licence to a third party, for example where we undergo a restructure, or another company wishes to take over the business. You cannot assign, novate (i.e. transfer) and/or subcontract the benefit and/or burden of this Licence to a third party.
- c) Any notice or correspondence relating to this Licence will be delivered to the Resident at the Home unless CHS is instructed otherwise.
- d) We respect your privacy and the data that we gather and hold about you is managed in accordance with the General Data Protection Regulation and Data Protection Act 2018. For full details of the way in which we use your personal data, please read our Privacy Notice for Residents at <https://www.chsgroup.org.uk/wp-content/uploads/Privacy-Notice-CHS-Older-Peoples-Care-Retirement-Sheltered-Services-June-2018.pdf>
- e) Where the resident is publicly funded, nothing in this Licence is intended to reduce or remove the rights available to them under our contract with the commissioner.

Please tick the following, to confirm you have read and understood the above terms and conditions outlined in this Licence Agreement.

- I understand** that I have the right to change my mind and cancel for any reason in the first fourteen days. I want the Home to reserve the room for me so that I can move in before the end of the 'cooling off' period. I understand I can still cancel for any reason within the first fourteen days, but I will be required to pay a pro rata sum for each day until I have moved out and cleared the room of my belongings.

I confirm that I have read and understood the terms and conditions attached to this Agreement and have been provided with a copy. I understand that I will be personally responsible for ensuring that the fees are paid.

Signed **THE RESIDENT**

Date

(If the Licence is signed on behalf of the Resident)

Where a third-party signs under the authority of the Court of Protection (as Deputy) or an Enduring Power of Attorney or Lasting Power of Attorney (as Attorney) a copy of the authority or power should be retained with this Agreement.

I am an Attorney/Deputy and confirm that I have read and understood the terms and conditions attached to this Agreement and have been provided with a copy of the document. I understand that I will be responsible for ensuring that the fees are paid out of the resident's funds.

- Property & Financial Affairs
- Health and Welfare

Signed **ATTORNEY / DEPUTY**

Date
Address
Contact Details

DATE OF LICENCE:

Signed **ON BEHALF OF THE CHS GROUP**

Date

Cancellation Form

To: The Home Manager of [*insert the name of the Home*], CHS Group, Endurance House, Vision Park,
Chivers Way, Histon, Cambridge, CB24 9ZR.

I hereby give notice that I cancel my Licence for accommodation and the supply of care services, made on
[*insert date of Licence*].

Name of Resident: (print the Resident's name)
Room Number:
Date:
