

**Green Trees Care Home**

21 Crescent East  
Hadley Wood  
Barnet EN4 0EY

E: [enquiries@gtch.co.uk](mailto:enquiries@gtch.co.uk)

T: 020 8449 6381

F: 020 8449 2008

W: [www.gtch.co.uk](http://www.gtch.co.uk)

**CONTRACT & TERMS and CONDITIONS**

1. Upon payment of the weekly fee of £

By

Name

The proprietors undertake to provide accommodation in a single/shared room, food, laundry. And all necessary personal care for \_\_\_\_\_ as would normally be required by a resident in a care home.

2. Fees are payable on the 1st of every month, calendar monthly in advance, unless otherwise agreed, and will remain unchanged unless the Proprietors give one month's written notice to the contrary. Fees covering the period of 5 days will be payable following the death of the resident. There will be no extra charges.

3. The Proprietors undertake to maintain a standard of care as required by The Health and Social Care Act 2008, The Care Act 2014 and the Care Quality Commission, and any subsequent legislation.

4. The first four weeks of occupancy shall be regarded as a trial period for the benefit of both parties which may be extended by mutual agreement.

5. The residents shall provide such items as personal clothing and other items of a luxury nature and will be allowed to furnish their room with their own personal belongings including items of furniture, providing they are safe and do not present a hazard to themselves or others.

- 6a. If, after assessment, it is agreed between the parties that the resident's physical / mental condition has deteriorated and a more intensive level of care is needed, which could be provided by the home, then the fees may be renegotiated.

OR



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## CONTRACT PAGE 2

6b. The Proprietors may terminate the contract if, having consulted the resident and taken advice from the appropriate members of the primary health team, e.g. General practitioner, community nurse or social worker concerning the present and future care needs of the resident it is felt that the Proprietors are no longer able to meet these needs, and any circumstances or behavior which the Proprietors feel may be seriously detrimental to the home or welfare of other residents.

7. The home is insured at the rate of £500 per resident for personal effects but does not cover cash. Any valuable asset must be declared, and it is the responsibility of the resident to insure his/her own valuables.

8. If either party commits a material breach of any of the above terms and if capable of remedy should fail to remedy such a breach within 30 days of receipt of written notice, then the contract will be terminated and either party may seek remedy at law.

9. This contract shall remain in force until terminated by death, or by either party giving one months' notice in writing. Should the residents leave the home without giving the required notice payment of fees in lieu at the normal rate will be payable.

A FAMILY-RUN 'HOME FROM HOME'



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CONTRACT PAGE 3

## 10. Change of Room at the Home

10.1 The room you will occupy will be allocated on admission. Residence in the Home does not constitute a tenancy. You will occupy the room as a licensee only.

10.2 We reserve the right to relocate you at any time to another room, though in practice we do not expect to use the right to relocate residents regularly. There will be discussion with you before any such relocation takes place and you will be given notice in writing of any proposed change and the reason for the proposed change. The period of notice we give you will be at least five (5) days except in cases where we believe there is an urgent need to make the change sooner. In the event of an emergency which necessitates your being relocated, after the emergency has ended, you shall be returned to your former room if you so request, and it is practical and safe for us to let you do so.

10.3 A particular circumstance in which it may be appropriate for you to move to another room is where you cease being self-funded and we agree such a move with you and the local Authority or NHS body which is providing entire or partial Authority Funding for your continued residency at the Home.

10.4 You agree that we shall have, and we need, full, free unrestricted access to the room you occupy in order (amongst other matters) to provide the agreed services.

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**10.5 Annual Increase of Residential Fees increase of 6.5% on the 1<sup>st</sup> April each year.**

This standard annual fee increases under clause 10.5 is intended to cover inflationary and/or other regular and broadly predictable increases in the costs of providing care and other services to our residents, including, but not limited to increases in employment and benefits costs for our staff and workers and in respect of agency staff, including increases to pension contributions and the National Living and Minimum Wage.

And increases in our cost base such as our general and administrative running costs and expenses of running our business, rent, interest costs, rates, maintenance of the home, insurance, equipment, medical supplies, food, electricity, heating and other utilities.

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## CONTRACT PAGE 5

Fees may also be reviewed at other times where there has been a significant change in care needs, as assessed by qualified staff. We will consult with you or your representatives and involve you, or them at all times, before any final decisions are reached.

**Please sign here if you reimburse the local council or are on a deferred payment with the council or you are paying a top up fee.**

.....

10.6 Any top up of fees is also liable for the annual increase of 6.5%

**10.7 If a resident is placed here and is funded by a local council but you reimburse the council payments or pay a top up fee then clause 10.5 will come into effect, so you will be liable for the annual increase of 6.5% from the 1<sup>st</sup> of April each year.**

10.8 Our Health and Beauty package can be arranged at a cost price to us.

- Manicurist visits monthly
- Hairdressing monthly
- Chiropody Monthly
- Incontinence Pads
- Any staff escort for any appointments etc.

Invoice to be sent monthly for treatments / products received.

Please sign below if you wish for you relative to have the above treatments / products

Please sign here.....



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CONTRACT PAGE 6

Sign...

On behalf of Green Trees care Home

Name... ..

Signed.....Name.....

Date.....

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