Terms and Conditions of Residence

Provision of Accommodation and Care Services Bupa UK

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Part A

Agreement guide and key terms

Agreement guide
We recognise that moving into a care home is a significant decision. Our aim is to assist you in making the right choice by providing legal terms upon which we provide care and accommodation, using plain, clear language.

You should have already been provided with two documents, each of which contains information to assist you in your journey to deciding whether you want to move into a Bupa care home. These two documents are our:

- **Key Information Fact Sheet**'. This will have been made available to you during the process of your initial enquiries;
- '**Further Information Fact Sheet**'. This will have been made available to you at the time of your first visit to the care home.

If for any reason you have not received a copy of these documents or should you require further copies, please let us know and we will provide them to you.

This third document you are now being provided with is called the '**Terms and Conditions'**. As its title suggests, it contains the detailed rights and obligations that apply to your residence in a Bupa care home, whether your residency is Short Stay or Long Stay. This document will be made available to you at the first available opportunity, and we will endeavour to provide it to you before or at the time we undertake an assessment of your care needs.

Finally, you will be provided with a fourth document, which is the **'Agreement'**, containing details of the fee you will be charged. This is the document which you (and the **Nominated Representative**) will be asked to sign. The **Agreement** sets out the fee you will be charged. It also confirms the details of the Bupa care home you have decided to move into, and which Bupa company is the registered operator of that care home. By signing the **Agreement**, you are entering into a legally binding contract that incorporates the **Terms and Conditions**. Even if you or your representative do not sign the **Agreement** when requested, by moving into a Bupa care home, you and your representative will be deemed to have agreed to the content of the **Agreement** and the **Terms and Conditions**, both of which will then apply to your stay within the care home for as long as you reside there.

The **Terms and Conditions** will apply to any and all placements within a Bupa care home unless there are alternative operative arrangements in place with a local authority and/or the NHS under which payment is being made for the care services we are providing. Even if there are such alternative arrangements in place, the **Terms and Conditions** will still apply to your stay, in the event that, for example:

- we are providing services to you in addition to those being funded by a local authority and/or the NHS;
- you or your representative are making additional payments in respect of the services being commissioned by a local authority and/or the NHS;
- the local authority and/or the NHS default in and/ or retrospectively determine that you were not eligible to receive services funded by them and they "claw back" the payments they have made in respect of those services; or
- a local authority and/or the NHS withdraw their funding, and you continue to reside in a Bupa care home.

It is very important that you fully understand all of the information contained in each of the above-mentioned documents, particularly the **Terms and Conditions** and the **Agreement**. We therefore advise that you review and consider their content very carefully so that you fully understand how they apply to you. You should obtain independent legal advice if there are any areas that you do not completely understand, or if you have any queries about how you may be affected by them now and in the future.

If a **Guarantor** is supporting your placement within a Bupa care home, it is important that they also read and understand all of the above, particularly the **Terms and Conditions** and the **Agreement** so that they understand their obligations and the implications under the guarantee. We recommend that they also obtain independent legal advice before they sign an **Agreement** as a **Guarantor**.

Key terms

We draw your specific attention to the following **Key Terms** which summarise some important terms which are contained and set out more fully later in this document. We advise that you consider them carefully. Please note the following points are a summary only and it is still important that you read and understand the full Terms and Conditions document.

Trial period (Clause 5)

If you are planning a **Long Stay** placement, you are entitled to a trial period of 28 days or longer if agreed with the Manager in writing. During this period, you may terminate your placement on 7 days' notice in writing. There is no trial period for a **Short Stay** placement.

Fees and fee reviews

(Clauses 6 – 8) The **Total Fees** payable and the amount of your contribution (if different) as at the date of your admission are set out in the **Agreement** document which is where you/the **Nominated Representative** will be asked to sign.

Our range of fees is set out in the **Key Information Fact Sheet**. Fees are payable monthly in advance. The first month's fee must be paid before admission to the care home. The services covered by the fees include standard care, accommodation, food, laundry, utilities and a range of activities. We are able to provide a range of additional services which can be discussed with you, there will be an additional cost for such services. These additional services vary by care home, and includes services such as physiotherapy, chiropody (to the extent they are not funded by the NHS) and the provision of specialist medical equipment not made available at the care home and not provided by the NHS, including specialist chairs and specialist seating.

Payments towards your fees made by any other funding body (local authority/NHS) will be deducted from the amount you are required to pay. However, you remain liable for the **Total Fees**. If your needs change and you require a higher level of care, the fees charged may increase. We will endeavour to provide you with 28 days' written notice of an increase to fees caused by a change in your needs, but there may be times when this is not possible, for example, where a higher level of care is needed to protect you or others from risk of harm.

Aside from changes in fee linked to your changing care needs, fees are reviewed annually, usually on 1 January each year. However, if you enter the care home any time between 1 October and 31 December, your first annual fee review will be on 1 May of the following year, and all further annual fee reviews will usually be on 1 January in every subsequent year.

We apply an annual increase of 7% to the **Total Fees**, excluding any NHS Funded Nursing Care Contribution you receive (if applicable). We may also increase our fees if you stop receiving **FNC** contributions. We will provide you with at least 28 days' written notice of an annual fee increase or because your FNC contribution has been stopped.

We may also increase our fees in circumstances where our operating costs are increased due to changes to legislation or regulations, a pandemic or similar emergency, increases in employment and staffing costs, or increases in supplier costs, such as energy supplies. Where we increase our costs for any of these reasons, we will provide you with at least 8 weeks' written notice of the proposed increase.

We may undertake an assessment of your ability to pay our fees and may require that you are able to demonstrate that you have sufficient funds to pay our fees for a minimum period of two years. If you are unable to do this, we may ask for a **Guarantor**, who would usually be a relative, friend, or someone acting on your behalf, who agrees to pay your fees if you fail to do so.

Changes in funding arrangements – general

(Clause 9) If you become eligible to receive state funded financial assistance towards the cost of your care, (e.g. local authority and/or NHS), the amount of this financial assistance may not be sufficient to meet the full payment of our **Total Fees**. If this is the case, you and/or a third party (who will often be a family member, or a **Guarantor** if we have requested one) may be required to meet the shortfall. If you and/or a third party are unwilling or unable to meet the shortfall, we may decide to terminate our **Agreement** with you, thereby requiring you to leave the care home. We will discuss this with you and may be able to offer an alternative room in the care home which attracts a lower fee.

In these instances, a formal agreement will most likely be entered into between the third party and the funding local authority regarding this payment. This is known as a '**Third Party Top Up**'. The third party should be aware that they will be liable to pay this fee throughout the period of your residency while your fees continue to be paid by the local authority. Default by the third party may result in you having to leave the care home.

Changes to funding arrangements – NHS Continuing Healthcare

(Clause 9) If you become eligible for **NHS Continuing Healthcare** funding, the NHS body responsible for providing the funding may set a standard rate which they consider to be sufficient to meet your assessed nursing and care needs. However, this may not meet our **Total Fees**. Should this happen and the NHS does not agree to pay our **Total Fees**, you may be required to pay the shortfall. If agreement cannot be reached between you, us and the ICB about our fees, it may result in you having to leave the care home.

Changes in funding arrangements - Self-funding Resident

(Clause 1.12) A '**Self-funding Resident**' refers to a resident who is not eligible for state funded financial assistance and is therefore responsible for funding their care home placement themselves (although a **Self-funding Resident** can still receive a Funded Nursing Care contribution from the NHS, if eligible, which helps care home providers meet the cost of nursing care).

You are required to inform us if your placement is being arranged by a local authority, even though you are not eligible for financial assistance.

You are required to provide us with a financial declaration at the outset and in any event, within 7 days of you entering the care home and to keep us appraised of your financial position throughout your residency within the care home. This includes you giving your placing local authority an authorisation to discuss your financial position and funding eligibility with us. A refusal by you to provide this information and/or co-operation may lead us to terminate our **Agreement** with you, thereby preventing you taking up residency in the care home, or requiring you to leave the care home.

First Party Top Up Agreement – 12 week property disregard

(Clause 9) When entering a care home for the first time, a local authority may undertake a financial assessment to determine if you are eligible for state funded financial assistance. During the first 12 weeks of your placement in the care home, if you own a property, the local authority will disregard the value of that property in determining whether you are eligible to receive state financial assistance. If, during this 12 week period, the local authority assesses that you are eligible to receive financial assistance, the amount that the local authority is prepared to pay may not be sufficient to cover our **Total Fees**. In this situation, you may be required to pay the shortfall to meet the full cost of our fees. This is known as a '**First Party Top Up**'.

First party top up – Deferred Payment Agreement

(Clause 9) If you have a property to sell, a local authority may enter into a Deferred Payment Agreement with you whereby it agrees to meet the costs of care until such time as your property is sold, at which time you will repay to the local authority fees paid on your behalf. The local authority may not agree to pay our Total Fees. In this case you may be required to pay the difference. This is known as a 'First Party Top Up'.

Termination of our Agreement

(Clause 10) For a **Long Stay**, following the trial period, either party may terminate this **Agreement** on a minimum of 28 days' written notice. Shorter notice of termination can be given by us if we are unable to meet your needs, or if your behaviour or the behaviour of a relative or visitor is unacceptable or places you, other residents or our staff at risk of harm. Your **Agreement** will also terminate in the unlikely event the care home closes and/or the care homes registration with the regulator is cancelled. For a **Short Stay**, either party may terminate this **Agreement** on a minimum of 7 days' written notice, with shorter notice in the same circumstances as for **Long Stays**.

Guarantor

(Clause 11) In certain circumstances, we may ask for a **Guarantor** to sign **Guarantor Agreement**, agreeing to pay your **Total Fees** as set out in the **Agreement** and as amended from time to time, and any other additional costs and interest if you/the **Nominated Representative** fails to do so. This may be someone like a relative, someone acting on your behalf, or another suitable person. If the **Guarantor** is unable to pay, we may terminate your placement at the **Home** and take action (and this may include issuing court proceedings and incurring associated fees and costs), to recover monies from the **Guarantor**.

Insurance

(Clause 12) You are responsible for arranging your own insurance to cover your personal belongings throughout your time at the care home (or being transported to and from the care home).

Temporary absence

(Clause 19) If you are absent from the care home (for example on holiday or during a hospital admission), your room will be reserved for you. If you are on a **Short Stay**, the **Total Fees** will be payable in full throughout the period of absence. If you are on a **Long Stay**, the **Total Fees** are payable in full during the first full week of absence. Thereafter, your **Total Fees** will be reduced by 10% but cannot be reduced further as many of our costs (for example, staff, property costs and utilities) are fixed costs which will not reduce if you are absent from the care home.

Complaints

(Clause 21) If you are unhappy with any aspect of the service we provide, you have the right to complain. At Bupa, we take complaints very seriously and we see it as an opportunity to continuously improve the services we offer. We have a thorough complaints process, the details of which are set out in our complaints policy. If you have cause to complain, this will not affect your care, treatment or rights under the **Agreement**.

Lasting Power of Attorney

(Clause 22) If in the future, you lose the mental capacity to manage your affairs (for example, important decisions about your finances or your wellbeing and care), it can be beneficial to have appointed a trusted representative (for example a relative or professional adviser) by giving them Power of Attorney to make decisions on your behalf and in your best interests, and we encourage you to consider this even before your admission to the **Home**. Not having a Power of Attorney appointed can affect the timely payment of our fees in accordance with the Agreement. We therefore encourage you to take legal advice and consider the appointment of a Power of Attorney to manage your financial affairs in the event that you are no longer able to do so.

Variation

(Clause 24.5) We reserve the right to vary the **Terms and the Conditions** of the **Agreement** in order to be able to deliver an effective and efficient service. If we vary the terms we will always act reasonably. Variations will be made in writing and 28 days' notice will be given to you, so you can consider the effect of the changes upon you.

Section B

Terms and Conditions

1. Definitions

1.1 In this document, where we refer to '**we**', '**us**' or '**Bupa**' or to a similar expression, the reference is to the Bupa company that is registered as the operator of the Bupa care home where you are to reside.

1.2 References to the '**Home**' are a reference to the **Bupa** care home where you are to reside.

1.3 References within this document to the '**Resident, you and yours**' are references to the person named within the **Agreement** who is to receive the accommodation, personal care and (where necessary) nursing care.

1.4 References to the '**Nominated Representative**' are references to:

(1) the person with legal authority to act on your behalf, either under a Power of Attorney or as a Court of Protection appointed Deputy (in which case we require them to provide us with a copy of the document conferring that authority upon them);

(2) the person acting as the **Resident's** representative but not under a Power of Attorney or Court of Protection Deputyship.

References to your obligations under these **Terms and Conditions** are deemed to apply to your **Nominated Representative** where relevant and someone is acting for you in this capacity, and/or your **Guarantor** where relevant.

If the **Nominated Representative** is acting under a Power of Attorney or Court of Protection Deputyship, they are only responsible for the payments due under the **Agreement** from funds that belong to the **Resident**. They do not have any personal liability for the amounts the **Resident** owes us, unless they are also acting as a **Guarantor** to personally guarantee payment due under the terms of the **Agreement**.

If the **Nominated Representative** is not acting under a Power of Attorney or Court of Protection Deputyship, but arranges care for the **Resident**, they are personally liable for the amounts the **Resident** owes us in the event that the **Resident** (or those authorised to act on their behalf) fails to pay the monies due to us under the **Agreement**.

1.5 References to a **Guarantor** are references to a person who enters into an agreement with **Bupa**, personally guaranteeing to pay to **Bupa** all monies payable under the **Agreement** and the **Terms and Conditions** in the event that the **Resident/Nominated Representative** fails to do so.

1.6 References within this document to the '**Manager**', are references to the individual responsible for the overall running of the **Home**.

1.7 **Funded Nursing Care or FNC** is a contribution paid by the NHS to the **Home** for the cost of nursing care provided by a registered nurse. It is not means tested, which means that it is awarded regardless of how the remainder of your **Total Fees** are funded and is based on assessment of need following criteria set out in a National Framework. **Funded Nursing Care** can be withdrawn if your assessed needs no longer meet the eligibility criteria.

1.8 **NHS Continuing Healthcare** or **CHC** is a free package of care for people who have a primary health need. Such care is provided to meet health and associated social care needs arising because of a disability, accident or illness. It is arranged and funded by the NHS. It is not means tested and is based on assessment of need following criteria set out in a National Framework. **NHS Continuing Healthcare** can be withdrawn if your assessed needs no longer meet the eligibility criteria.

1.9 **Local Authority Funding** is funding paid by the local authority to meet your assessed social care needs. **Local Authority Funding** is means tested and eligibility will depend on each local authority's assessment criteria. **Local Authority Funding** can be withdrawn if your assessed means no longer meet the eligibility criteria.

1.10 **Third Party Top Up** refers to a payment made by a third party towards the costs of the **Resident's** care in order to meet the shortfall between what a local authority will pay and the **Total Fees** charged. In certain circumstances if there are any additional services or a superior room is selected, the difference is also paid by the third party.

1.11 **First Party Top Up** refers to a payment made by the **Resident** towards the costs of their care in order to meet the shortfall between what a local authority will pay and the fees charged.

1.12 **Self-funding Resident** refers to a **Resident** who is not eligible for local authority and/or NHS financial assistance and is therefore personally responsible for funding their care home placement (whether or not they make payment direct to the **Home** or to their responsible local authority) and regardless of whether the arrangements for their care are made by the local authority.

1.13 **Short Stay** refers to a **Resident's** period of residency within a **Bupa** care home that is for 31 days or less. If a **Resident** remains in the **Home** after 31 days, unless otherwise agreed with Bupa by way of an extension to the **Short Stay** period, the **Resident's** stay will be classed as a **Long Stay**. At this point, Bupa will write to the **Resident/Nominated Representative/Guarantor** and explain any changes to the fee.

1.14 **Long Stay** refers to a **Resident's** period of residency within a **Bupa** care home that is for more than 31 days.

1.15 **Total Fee** and/or **Total Fees** refers to the fees set out within the **Agreement** which the **Resident** is responsible to pay. Our fees are calculated and charged on the basis of the actual days in each calendar month.

2. Philosophy of care

2.1 **Bupa's** purpose is to help people live longer, healthier, happier lives. Within our care homes and retirement villages, we aim to create safe, homely and comfortable spaces that our residents can enjoy living their lives as they wish and where residents can live well. **Bupa**, and the staff and management within the **Home**, will do everything possible to respect residents' rights, particularly by observing the values of privacy, dignity, independence and choice as much as possible whilst working in a communal living environment and often dealing with illness or disabilities. **Bupa** recognises that providing excellent care is a co-operative process and we will consult you and, where appropriate, your relatives, friends and representatives at all times and as fully as possible, to promote choice and independence.

2.2 **Bupa** aims as a minimum, to maintain such standards within the **Home** as are required by legislation.

3. Rights of residency/room allocation

3.1 Residency in the **Home** does not constitute a tenancy or an assured tenancy under the Housing Act 1988 and does not create or infer any right to security of tenure. You will be allocated a room on admission which you will occupy as a licensee only.

3.2 You will not normally be asked to move from one room to another; however, we reserve the right to ask you to relocate to another room at any time to ensure we are able to deliver effective and efficient care services in line with your assessed needs. We will endeavour to provide a reasonable period of notice of such relocation and will discuss reasons with you unless there are exceptional circumstances which require an urgent move. If the move is unacceptable to **you** (whether before the move or within 28 days after the move), then **you** have the right to terminate the **Agreement** with immediate effect and without penalty.

3.3 If you choose to move to a different room in the **Home** as a matter of personal preference, this may result in an increase or decrease to the **Total Fees**, depending on the price of the room.

3.4 **Bupa** shall have, and requires, full, free and unrestricted access to your allocated room in order, amongst other things, to provide cleaning, maintenance and the services required under the **Agreement**.

4. Health

4.1 On acceptance of your residence at the **Home**, a care plan will be prepared to outline the management of your care. You will be consulted where possible, in respect of the care plan and how care will be delivered.

4.2 **Bupa** will comprehensively assess and document your health needs. Care will be provided in accordance with that assessment to ensure that your needs are met.

5. Trial period

5.1 In the case of a **Long Stay**, you will be entitled to a trial period on first being admitted to the **Home**. This will be for a period of 28 days from the date of admission and there is no trial period in the case of a **Short Stay Resident**.

5.2 During the trial period you or we may terminate this **Agreement** by giving seven days' written notice, which means you must leave the **Home** within seven days of that notice being given. All fees as prescribed in clause 6 are payable during this period.

5.3 Termination after the trial period will be in accordance with the provisions set out in Clause 10.

6. Fees

6.1 The **Total Fees** payable for the provision of services are set out in the **Agreement**.

6.2 **Total Fees** are payable from the date when we are informed by you that you wish to come to the **Home**, and we hold a place for you, unless otherwise agreed with the **Manager** in writing. If your residency is **Short Stay** and is for a period of less than fourteen days, you will be charged for fourteen days as a minimum unless otherwise agreed with the Manager in writing. This is subject to clause 10, which relates to payments after death. If your residency is **Short Stay**, you will also be required to pay the **Total Fees** for the period of your residency upfront, before you move into the **Home**. If your residency is Long Stay, you will be required to pay your initial month's **Total Fees** before you move into the **Home**.

6.3 Unless otherwise provided for within the Agreement, the **Total Fees** payable under the Agreement remain your liability.

Services Included in the basic fee.

6.4 Unless otherwise stated, the **Total Fees** charged under the **Agreement** for the services provided include:

- Staffing the home on a 24-hour basis
- Personal care
- Accommodation
- Meals (breakfast, lunch and evening dinner), snacks and drinks
- A reasonable choice of menus (including special diets)
- Routine cleaning and decoration of rooms
- Maintenance of grounds and gardens
- A range of on-site activities
- The laundering of bed linen and personal clothing except for dry cleaning

Changes in Care Needs

6.5 If your care needs change during the period of your residency, requiring greater staff input and support, we may increase the **Total Fees** in order to meet this higher level of care. We regularly monitor care needs, and an assessment of need will be undertaken before the fees are increased and any changes will be discussed with you.

6.6 We will endeavour to provide you with 28 days' notice of any change in fees to meet the cost of any higher level of care and support (for example 1:1 care). Higher levels of care and support will only be initiated and charged after 28 days' notice has been given to you unless it is required (in our reasonable opinion) to protect you and/or other residents and/or staff from risk of harm. In this case we will give you as much notice as is reasonably practicable in the circumstances, or if it is not possible to provide advance notice due to the urgency of the situation, notice will be provided as soon as is reasonably practicable after the increased care and support is implemented. If you are not in agreement to pay the fees for the higher levels of care and support, you can terminate the **Agreement** upon providing 28 days written notice, which means you must leave the **Home** within 28 days of providing this notice.

Funded Nursing Care Contributions from the NHS

6.7 If you require nursing care, your responsible ICB (local commissioner of NHS services) will assess whether you are eligible to receive **Funded Nursing Care ('FNC'). FNC** is a payment made by the NHS towards supporting the provision of registered nursing care to eligible care home residents. The payment is made directly by the NHS to the care home where the nursing care is being provided, and you do not receive this payment directly. If the responsible ICB has assessed that you are eligible for **FNC**, any payments received will be deducted from the **Total Fees**. You will, however, remain liable for the **Total Fees** if **FNC** funding is withdrawn or if the ICB defaults on payment.

6.8 If the **FNC** rate is increased by the NHS, Bupa will be entitled to retain the increase to cover its nursing costs. The Total **Fees** will therefore increase and the amount of the **Total Fees** to be paid by you or any other party will remain the same and will not increase.

6.9 If you are admitted to Hospital, the ICB may stop making FNC payments to the Home during this period of your hospital admission. As you remain liable for the **Total Fees**, this may result in an increase in fees payable for this period.

Payment of Fees

6.10 Payment of Fees must be made by Direct Debit, in advance on the first day of each month. Before your admission into the **Home**, a completed and signed direct debit mandate for the fees must be provided to us. We understand that on your admission to the Home, the direct debit may not always have been set up straight away, therefore you may need to make your first payment by Bank Transfer or other electronic means.

Fees paid by any method other than Direct Debit or BACS may incur an additional charge, which is set out in the **Agreement**. This is to cover our administrative costs of processing manual payments. This additional charge will not apply to your initial payment.

6.11 If written notice to terminate the **Agreement** has been given by **Bupa** or by you in accordance with the terms of the **Agreement**, then any fees paid in advance to Bupa (insofar as those fees cover a period that is in excess of the required notice period) will be apportioned on a pro-rata basis and reimbursed to you, save for any deductions made in accordance with these **Terms and Conditions**.

6.12 Any amount due under the terms of the **Agreement** not paid to **Bupa** on its due date will bear interest from the due date to the date of actual payment at a rate of 4% above the prevailing base rate of National Westminster Bank. We will start charging interest on the day after the date on which payment is due to be made and will continue to charge it until the date the outstanding payment is paid in full in cleared funds.

6.13 Bupa will be entitled to recover all legal costs and fees, including those costs incurred in issuing and pursuing court proceedings to recover any overdue fees and other sums payable under the **Agreement** that are not paid in accordance with these **Terms and Conditions**.

7. Fee reviews

7.1 This Fee Review clause explains how the fees that **Bupa** charge are reviewed each year, and the percentage by which they will increase at the annual fee review. It also describes the limited circumstances in which fees may need to change more frequently, either during the year or at the time of the annual fee review, which will result in an increase to your **Total Fees** which is higher than the percentage set out in clause 7.4.

7.2 Bupa calculates its fees with reference to the factors set out below and reviews them annually, or more frequently if an event in clause 7.6 occurs.

7.3 The annual fee review usually takes place on 1 January each year and the annual fee increase shall be effective from and including that date and shall apply to all residents, except for those who entered the Home between 1 October and 31 December immediately before the annual fee review. For those residents who enter the **Home** between 1 October and 31 December their first annual fee review shall take place on 1 May of the following year and shall be effective from and including that date. All subsequent annual fee reviews for those residents shall take place on 1 January. To illustrate this:

If you enter the Home anytime between 1 October 2026 and 31 December 2026:

- your first annual fee review shall take place on 1 May 2027 and shall be effective from and including that date
- your second annual fee review shall take place on 1 January 2028 and shall be effective from and including that date
- all subsequent annual fee reviews shall take place on 1 January in subsequent years and shall be effective from and including that date.

While this increase will take effect automatically and notice of this increase is hereby being provided by these **Terms and Conditions**, we will nonetheless endeavour to write to you to remind you of the increase at least 28 days before it takes effect.

7.4 **Bupa** will apply an annual increase of 7% to the **Total Fees** (excluding any NHS funded Nursing Care contribution to the **Total Fees**) per annum. This is intended to cover normal inflationary and largely predictable increases in the costs and expenses involved in providing the services referenced in clause 6.4 of this Agreement.

7.5 If a contribution is made to your fees by a local authority or the NHS through **Continuing Healthcare**, the local authority or NHS may not make an annual increase to its contribution by the same percentage as **Bupa's** annual increase. This may result in the amount that you are required to pay increasing by more than 7% of our **Total Fees**.

7.6 In addition to annual fee reviews, **Bupa** will carry out a review of its fees if one of the following situations arise:

7.6.1 There is a change in care needs (including, but not limited to the need to provide nursing care); see clauses 6.5 and 6.6. This may mean an increase in your care needs, and/or a requirement for one to one care.

7.6.2 There is a change in the level of **FNC** paid by the ICB to reflect the increase in costs in providing nursing care;

7.6.3 There is an increase in our costs as a consequence of a pandemic or similar emergency;

7.6.4 If our costs rise much more than expected, broadly predictable amounts, or because of a change in regulatory requirements which affect the service **Bupa** provides. Examples of why **Bupa** may need to apply such an exceptional increase, in addition to the usual annual fee increase, include:

i. any legislative or regulatory requirements that **Bupa** must comply with, and that increases our costs including government or local authority taxes, charges or increases to statutory minimum wage provisions including the National Living Wage and the National Minimum Wage, above an amount which was anticipated;

ii. if essential items such as food, electricity, heating or medical supplies suddenly become more expensive due to costs passed on by suppliers, and the increases outpace inflation;

iii. if there are problems or disruptions in key services and products that **Bupa** rely on, such as energy or insurance, which cause above inflation increases or premiums to be applied. As an example, a premium may be applied to the cost of energy, caused by instability, conflicts and volatility in global energy markets, or disruptions to supply routes;

iv. if unsettled employee markets or staff shortages drive higher wages to attract and retain staff, meaning **Bupa's** costs increase due to wage inflation or an increase in the use of agency staff.

7.7 If **Bupa** need to make an exceptional increase to your fees under Clause 7.6.4, **Bupa** will give you not less than 8 weeks' (56 days) written notice and explain the reasons for the exceptional increase. If you do not wish to pay the exceptional increase, you may end this Agreement by giving **Bupa** not less than 28 days' written notice. To make sure you are not charged the increased fee, your 28 day notice must be given at least 28 days before the new fee is due to start, and you must leave the **Home** and remove your belongings within that notice period. If your notice is given later than this, and you remain in the **Home** at the time the exceptional increase is due to take effect, the new fee will apply until your departure.

7.8 If a fee increase is needed because your care needs have changed, this will be managed under clauses 6.5 and 6.6. These clauses explain how **Bupa** assess changes in your care needs, how **Bupa** decide whether your fees need to change, and the notice **Bupa** will give you. Any fee increase for this reason will follow the process set out in those clauses rather than the general or exceptional fee increase process set out at this clause 7.

8. Additional services

8.1 The **Additional Services** listed below are examples of services that can be provided at an extra charge and which are not included within the **Total Fees**. These services vary by Home. Details of the extra charges will be provided upon request and before the additional services are provided.

8.2 **Additional Services** will be paid for by you, as agreed with the **Manager**.

- Professional hairdressing- by arrangement with the contracted hairdresser
- Dry cleaning
- Manicure
- Personal purchases such as alcoholic beverages, confectionery, stationery, personal interest magazines/ personal copies of newspapers, etc.
- Visitors' meals
- Basic soap and toiletries (soaps, hair shampoo, bath foam and toothpaste) are provided in the Total Fees. Any special requests beyond these items will be chargeable.
- Clothing, shoes and slippers
- Telephone – outgoing calls on any telephone line installed in a **Residents** room will attract charges as applicable from the provider, including line rental.
- Basic broadband is provided free of charge. However, certain activities, such as downloading, gaming, and gambling may incur additional charges, depending on usage, and you will remain liable for those charges and costs.
- Television licenses – you will need to obtain and fund your own television license, as is required by law, for the use of a television in a **Resident's** own room. In some circumstances, it may be possible for you to obtain a concessionary license through the **Home**. If so, you will remain liable for any costs as required by law.
- Chiropody – by arrangement with the contracted chiropodist (if not funded by the NHS)
- Physiotherapy – by arrangement by the GP or privately (if not funded by the NHS)
- Aromatherapy, reflexology
- Off-site activities/events (including transport costs).
- Continence products – a charge will be made for any additional pads you may require beyond those that are provided to us by the NHS insofar as any are provided.
- Specialist medical equipment not made available at the **Home** and not provided by the NHS. This includes specialist seating and specialist chairs.
- Private taxi fares
- Staff escorts – if you require an escort for appointments or when you are away from the **Home**, we may, subject to availability, provide a member of staff to support you, at a charge for the time they spend away from the **Home**. Please note that we cannot guarantee a staff escort will be available. The charge will be advised on enquiry to the **Home** or with the **Manager**.

9. Changes to funding arrangements

Eligibility for Local Authority Funding

9.1 Unless we are informed otherwise, we trust and assume that any **Resident** whose care is arranged by a local authority, is entitled to local authority financial assistance and that the **Resident** is not, therefore, a **Self-funding Resident**. You must provide us with a financial declaration at the outset and in any event, within 7 days of you entering the care home and to keep us appraised of your financial position throughout your residency within the care home. This includes you giving your placing local authority an authorisation to discuss your financial position and funding eligibility with us. A refusal by you to provide this information and/or co-operation may lead us to terminate our **Agreement** with you, thereby preventing you taking up residency in the care home or requiring you to leave the care home.

9.2 A **Resident** who receives notification that they are or may be entitled to **Local Authority Funding**, will (whether acting themselves or by their **Nominated Representative**) engage and co-operate with their responsible local authority so that all such information, as requested and required by the local authority is provided to them so they may accurately assess your eligibility for **Local Authority Funding**. **Bupa** relies on this engagement and co-operation by you and/or your **Nominated Representative**. In the event that your responsible local authority refuses for any reason to pay for your placement (retrospectively and/or prospectively), you will, unless otherwise agreed by Bupa, be liable to pay the relevant fees and charges as a **Self-funding Resident** set out in the **Key Information Fact Sheet**, as amended from time to time and at the prevailing rates at the relevant time. You will also be liable for any shortfall there may be (retrospectively since the date of admission to the **Home** and prospectively) between the **Total Fees** and the fee for **Self-funding Residents** set out in the **Key Information Fact Sheet**, including any shortfall which may arise as a result of the local authority recovering any payments that have already been made to **Bupa**.

9.3 In the case of those individuals who are **Self-funding Residents**, circumstances may arise during the period of their care home residency that lead to a change in the funding arrangements for their placement. Accordingly, a **Resident** may not have been eligible for **Local Authority Funding** at the time they entered the care home, but they subsequently become eligible due to a change in their financial circumstances. It is therefore important that you and your **Nominated Representative** are aware of the criteria for Local Authority Funding and that Bupa is able to establish before your admission, how long you are likely to be regarded as a **Self-funding Resident**. Bupa therefore requires details of your financial status, using the Financial Assessment form in Appendix 1. All financial information which is provided to us will be kept strictly confidential. If the Financial Assessment form is not fully completed your residency at the **Home** may be affected.

9.4 You remain liable at all times for the **Total Fees** until the **Agreement** has been terminated and you leave the **Home**. It is therefore important that we regularly review your financial position so that you submit an application **for Local Authority Funding** in a timely way and in advance of you falling below the applicable financial threshold when publicly funded assistance becomes available. You and/or your **Nominated Representative** are required to provide all requested assistance and cooperation in this regard. Should you become eligible for **Local Authority Funding**, **Bupa** retains sole discretion as to whether it is prepared to enter into an Agreement with a local authority for the funding of your placement within the **Home**. **Bupa** cannot provide any financial advice to you and does not accept any responsibility and/or liability in respect of the preservation of your finances (whether capital/income or other). Responsibility for seeking and obtaining any financial assistance that may be available rests entirely with you and/or the **Nominated Representative**.

9.5 You/your **Nominated Representative** agree that as soon as reasonably practicable, you will provide **Bupa** with no less than 3 months written notice that you may become eligible for Local Authority Funding. You agree that upon receipt of confirmation of your eligibility for **Local Authority Funding**, you will immediately inform Bupa of this.

9.6 If you become eligible for and choose to accept **Local Authority Funding**, the **Agreement** will need to be terminated in accordance with the termination provisions set out in Clause 10. If **Bupa** has agreed that you may remain in the **Home** after local authority funding has been agreed, a new agreement will need to be entered into between **Bupa** and the local authority covering the new financial arrangements. These **Terms and Conditions** will continue to apply, for example, for aspects of service which are not covered by the local authority funding or for **Additional Services**. The fees we charge may be higher than the fees which the local authority will agree to pay. If this is the case, it may be necessary for **Bupa** and/or the local authority to enter into a separate agreement with a third party (typically a family member or **Nominated Representative**) to meet the shortfall between the amount the local authority pays and our fees. This is referred to as a **Third Party Top Up**. If there is a shortfall in fees and a third party is not prepared to enter into a **Third Party Top Up** agreement to meet this shortfall, Bupa may decide to terminate the **Agreement** and your placement within the Home.

9.7 If in accordance with clause 9.6 above, the **Agreement** is terminated and a new agreement is entered into between **Bupa** and a local authority (with or without a **Third Party Top Up)**, if the local authority subsequently withdraws funding, these **Terms and Conditions** will apply in full if the **Resident** continues to reside in a **Bupa** care home, including the fee for **Self-funding Residents** set out in the **Key Information Fact Sheet**, as amended from time to time and at the prevailing rates at the relevant time.

9.8 A **Third Party Top Up** agreement should be arranged through the local authority. Before agreeing to the **Third Party Top Up**, the local authority is required to consider whether it should meet the full cost of your placement. If the local authority does not provide its agreement to a **Third Party Top Up** agreement, Bupa may decide to terminate your placement within the **Home**. If the third-party defaults on the **Third Party Top Up** payments, **Bupa** may decide to terminate your placement within the **Home**. If the third-party defaults on the **Third Party Top Up** payments, **Bupa** may decide to terminate the placement.

Eligibility for Continuing Health Care Funding or Funded Nursing Care

9.9 If you are admitted into the **Home** as a residential resident and your needs subsequently change, we will undertake a reassessment to determine whether you require nursing care. This may result in an increase in the weekly fee we charge to reflect the higher level of needs and services required to meet those needs.

9.10 If we consider that you require nursing care, while we may proactively request an NHS assessment to determine whether you are eligible to receive **Funded Nursing Care ('FNC')** or **Continuing Health Care ('CHC')**, the responsibility for seeking and obtaining **FNC** and/or **CHC** funding rests entirely with you. **Bupa** does not accept any responsibility or liability for any losses you incur arising out of or connected to any entitlement you may have to **FNC** and/or **CHC**, which are both funded by the NHS.

9.11 Should your care needs change, and you are assessed as having a 'primary health need' you may become entitled to **CHC**. The NHS will usually pay a standard fee which it assesses is sufficient to meet your assessed nursing and care needs. If you become eligible for **CHC**, the **Agreement** will need to be terminated in accordance with the termination provisions set out in Clause 10 and if we agree you may continue to reside within the **Home**, a new **Agreement** will need to be entered into between **Bupa** and the funding ICB covering the new **CHC** financial arrangements. Our **Total Fees** may be higher than the NHS will agree to pay in these circumstances. The NHS may determine that your needs can be met in a more basic care setting and/or alternative care home. If you become eligible for **CHC** during your stay, and the NHS refuses to meet our **Total Fees**, you may be required to meet the difference between our fee and the amount the NHS will pay. Alternatively, **Bupa** may terminate your placement.

9.12 If you are eligible to receive **FNC** (a payment by the NHS towards the costs of care provided by a registered nurse) the **FNC** payment may not cover the full increase in our fees. We will give you 28 days' notice of any changes to the fees that will be charged.

9.13 As soon as reasonably practicable after we are informed of your eligibility for **CHC**, we will inform you of any additional fee we may require. If the fee is agreed, it will be necessary at that time to enter into a new **Agreement** detailing these charges and the funding arrangements to cover them. If the fees are not agreed, we may, with your agreement, be able to move you to an alternative room for a lower fee, if available. You should be aware that if you are not prepared to pay the difference in fees, or an alternative standard room is not available or you do not agree to move to that room, we may decide to terminate your placement in the **Home**.

9.14 In some circumstances, **Bupa** may not be informed by the funding ICB that you have been awarded **CHC**. Accordingly, as and until **Bupa** receives written confirmation that you are eligible for **CHC**, the **Agreement** will continue to operate. For the avoidance of doubt, the **Agreement** and the **Total Fees** specified will operate during any period for which **CHC** eligibility may be retrospectively applied by the ICB.

9.15 You agree that in the event that you are in receipt of **CHC** funding, these **Terms and Conditions** will continue to govern the provision of any services provided by **Bupa** to you outside of those commissioned by the NHS, including for the provision of **Additional Services**.

9.16 As eligibility for **CHC** is based on health criteria, **CHC** funding may be withdrawn if your health needs improve or the responsible ICB determines that you no longer meet the relevant criteria. In some circumstances, **Bupa** may not be informed by the responsible ICB that **CHC** funding has been withdrawn. It is your responsibility, or that of your **Nominated Representative** to advise the **Home** that **CHC** funding has been withdrawn. Should this happen at any time, your continued residency within the Home will be subject to these **Terms and Conditions** and **Bupa's** fee rates (which may be higher than those being paid under the **CHC** arrangements) from the date the **CHC** funding is withdrawn, even if you file an appeal against the withdrawal of **CHC** funding. Your placement may be at risk if you do not continue to pay the **Total Fees** whilst an appeal against a decision as to **CHC funding** is underway.

Retrospective Funding Decisions

9.17 In some circumstances a local authority or the NHS may retrospectively determine that you are entitled to receive **Local Authority Funding**, **FNC** or **CHC** funding. Should this happen, you will remain liable for the full fees charged under the **Agreement** up until the time when the **Agreement** is terminated in accordance with the termination provisions set out in Clause 10, and a new agreement entered into between Bupa and the funding body. **Bupa** will have an absolute discretion as to whether or not to reduce the fees payable under the new agreement. If a decision is made to reduce the fees in the new agreement, **Bupa** may backdate the reduction but only for a maximum of 28 days from the date when the local authority/NHS completes an agreement with Bupa to fund your placement. If the fees the local authority or NHS agree to pay are lower than those that we charge, the **Total Fees** under the **Agreement** remain payable until the **Agreement** is terminated. Any refunds will have to be made to you by the local authority and/or NHS. **Bupa** will not be liable for refunding any fees paid under the **Agreement**.

Twelve Week Property Disregard

9.18 When undertaking a financial assessment to determine eligibility for **Local Authority Funding**, a local authority will disregard the value of your residential property for a period of 12 weeks. This may result in the local authority meeting all, or contributing to, the costs of your care during this period. If the fees the local authority agrees to pay during this period are lower than the fees we charge, you may be required to meet any shortfall. This is called a '**First Party Top Up**'.

You are required to inform us if a local authority is disregarding your property for the purposes of assessing your eligibility during the 12 weeks after your admission to the **Home**.

Deferred Payment Agreement

9.19 If you have entered into a Deferred Payment Agreement with a local authority you/your **Nominated Representative** must disclose this to us. A local authority may pay the costs of your care until you have sold your property. If the fees the local authority agrees to pay during this period are lower than our **Total Fees** you may be required to pay any shortfall. This is called a '**First Party Top Up**'. This charge may be applied retrospectively to the time of the admission to the **Home** if you failed to inform us that you have entered into a Deferred Payment Agreement, as a consequence of which **Bupa** entered into this agreement with a local authority at a lower fee rate than **Bupa** would have charged, had you been admitted to the **Home** as a **Self-funding Resident**. Any retrospective payment(s) will be for the shortfall between the amount received from the local authority and the amount which **Bupa** would otherwise have charged, had **Bupa** been aware of the Deferred Payment Agreement

Discharge to Assess

9.20 If your placement has been arranged by a local authority, ICB or NHS in order to facilitate a prompt discharge from hospital on a 'Discharge to Assess' basis, you will be required to sign the **Agreement** confirming that you will be responsible for the terms set out in the **Agreement** (including the fees) from the time of your admission to the **Home**. If a local authority, ICB or NHS pay our fees during the assessment period, no charge will be made to you. You will be responsible for our fees in the event that the local authority, ICB or NHS determines that you are not eligible to receive state funded support or in the event that state funded support is withdrawn.

10. Termination

Termination on Death

10.1 In the event of your death, the **Agreement** will terminate immediately, and we will notify your **Nominated Representative** and support your relatives and friends with any arrangements they wish to make.

10.2 We ask that your room is cleared within three days after the date of death.

10.3 In the event of your death, **Total Fees** will continue to be charged either:

10.3.1 For the above stated three day period following the death, provided the room is cleared of all your possessions. If, once your possessions have been removed, the room becomes occupied by another resident during this three day period, fees will only be charged for the period during which the room is unoccupied; or

10.3.2 If any possessions remain in the room beyond this three day period, fees will continue to be charged until such time are they are removed, subject to a maximum total charge of 10 days.

10.4 Any fees paid in advance to **Bupa** will be reimbursed for the period after death which the fees were to cover. This reimbursement will be on a pro rata basis, save for any deductions made pursuant to the **Agreement**.

10.5 In the event of your death ,the **Nominated Representative** or **Guarantor** agrees to inform **Bupa** of the details of the executors/administrators appointed to administer the estate.

10.6 In the event of your death, the **Nominated Representative** or **Guarantor** agrees to inform the appointed executors/ administrators of your estate of any fees that remain outstanding within seven days of the date of death.

Termination of your placement by Bupa

10.7 **Bupa** may terminate the **Agreement** in any of the following situations:

10.7.1 you/**Nominated Representative** and/or **Guarantor** fail to pay the fees due and payable under the **Agreement**;

10.7.2 **Bupa** in its own reasonable opinion can no longer continue to provide care which is appropriate for your needs within the **Home**;

10.7.3 there is an irreconcilable breakdown in the relationship between you and **Bupa** and/ or your relatives, visitors or **Nominated Representative** which, in **Bupa's** reasonable opinion, interrupts the service or safe delivery of care to you or other service users;

10.7.4 the **Home** closes and/or **Bupa's** registration in respect of the **Home** is cancelled;

10.7.5 where, in the reasonable opinion of **Bupa**, your behaviour (or the behaviour of a relative or visitor) is disruptive and/or presents a risk of harm to other service users in the **Home** or to their welfare of its staff (in which case **Bupa's** right to terminate will be exercised reasonably, taking account of the type of care that the **Home** has agreed to provide and after all reasonable efforts have been made to manage the risk);

10.7.6 your funding arrangements change and there is no person willing to enter into a **Third Party Top Up Agreement**; and/or you/the **Nominated Representative**/**Guarantor** refuse/is unable to pay any shortfall in fees or additional charges which are not met through local authority or NHS funding.

10.8 In all cases where, due to funding/fee changes or shortfalls, it becomes necessary for **Bupa** or you to terminate your placement at the **Home**, **Bupa** will endeavour to work with you and/or your **Nominated Representative**, professionals (including Social Services) and your family/friends as appropriate to assist in securing appropriate alternative accommodation.

10.9 **Bupa** will give no less than 28 days' written notice save for clauses 10.7.2, through to 10.7.5 above where the notice period will be a minimum of seven days' notice of termination.

10.10 Notice will be given in writing and served on you at the email addresses set out within the **Agreement**, or by handing the Notice to you. If no email addresses are provided, notice will instead be given by sending it to the addresses set out within the **Agreement** or by handing the Notice to you.

Additional Termination provisions for Short Stay Residency

10.11 The **Agreement** will terminate immediately on expiry of the **Short Stay** period unless the period is extended in writing with the agreement of Bupa before the expiry of the **Short Stay** period.

10.12 You are required to vacate the **Home** by 12:00pm on the last day of the Short Stay period. If you remain in the Home and there is no agreement to extend the **Short Stay** period, you will be billed by the day, and your residency will be classed as a **Long Stay** and the **Terms and Conditions** as they apply to **Long Stays** will apply accordingly.

10.13 Any request to extend the **Short Stay** period must be made as soon as reasonably practicable to ensure that the Home is able to accommodate the extension. **Bupa** cannot guarantee it will be able to agree to any extensions. If an extension is not granted, you must vacate the **Home** as provided for under clause 10.12.

10.14 The termination provisions set out in 10.7 above will also apply to **Short Stay** residency.

10.15 In such cases Bupa will endeavour to work with the **Resident/Nominated Representative**, professionals and the **Resident's** family to assist in the determination of appropriate alternative accommodation for the Resident.

10.16 For a Short Stay residency, **Bupa** will give no less than seven days' written notice save for clauses 10.7.2, through to clause 10.7.5 above where the notice period will be a minimum of 24 hours' notice of termination.

Termination by the Resident/Nominated Representative

10.17 You or your **Nominated Representative** may terminate the Agreement upon giving **Bupa** not less than 28 days' written notice of termination, unless expressly provided otherwise in these **Terms and Conditions**.

10.18 Should you vacate the **Home** before the expiry of the 28 day notice period, the full fees due for the notice period will remain payable.

10.19 Should you vacate your room during the notice period and the room is used to accommodate another resident before the end of the notice period, the fees due for the remainder of the notice period will be reduced to take into account any sums received during that period.

10.20 In the case of a **Short Stay** residency, you may terminate the **Agreement** upon giving **Bupa** not less than seven days' written notice of termination.

11. Guarantors

11.1 In certain circumstances, **Bupa** may, at its absolute discretion, require a **Guarantor** to guarantee payment of the **Total Fees** and other charges and costs payable under the terms of the **Agreement**. This may include, for example, where you/your **Nominated Representative** has not completed the Financial Assessment form in full, or where you/your **Nominated Representative** is unable to provide us with proof of sufficient funds to remain in the **Home** for two years.

11.2 Where a **Guarantor** agrees to support your placement at the **Home** we shall require the **Guarantor** to sign a **Guarantor Agreement**. This is a binding obligation by which the **Guarantor** will guarantee your/the **Nominated Representative's** obligations to pay to us any fees, costs or other charges that are payable under the terms of the **Agreement** and the **Terms and Conditions**. This includes the **Total Fees**, costs, interest and any charges. The **Guarantor's** liability is joint and several. If you/your **Nominated Representative** fails to make payments, **Bupa** can request that the **Guarantor** pays them.

11.3 The **Guarantor's** liability to make these payments will remain in force throughout the duration of your stay and may extend beyond that, until all monies due under the terms of the **Agreement** are paid in full.

11.4 If you/your **Nominated Representative** fail to pay or are unable to pay any amounts (including outstanding fees and charges) due under the **Agreement** and the **Terms and Conditions**, **Bupa** may issue a written demand to the **Guarantor** for the unpaid sums and the **Guarantor** shall be liable to pay the full amount demanded within 14 days of receipt of such notice.

11.5 The **Guarantor** will receive a copy of the **Agreement** and the **Terms and Conditions**, including all applicable fee schedules and terms and we recommend that your **Guarantor** seeks independent legal advice before entering into this obligation, so that the **Guarantor** understands that in the event that fees or charges are not paid, they will be personally liable to pay all outstanding amounts.

11.6 If the **Guarantor** does not make payment, **Bupa** may terminate your placement at the **Home** and take action (including issuing court proceedings) against the **Guarantor** to recover any outstanding amounts. This would include any legal costs, interest and any other costs associated with recovering outstanding amounts.

12. Insurance

12.1 You are responsible for arranging your own insurance for valuables and personal belongings (including but not limited to hearing aids, spectacles, dentures, clothing and shoes, jewellery, mobile phones and personal computing devices) throughout your residency at the **Home** (including being transported to and from the Home). The insurance should cover any periods of absence from the **Home**.

13. Smoking and alcohol

13.1 The **Home** is strictly non-smoking. This includes vapes and e-cigarettes. **Residents** are asked to discuss smoking arrangements prior to admission. Smoking is only permitted in designated smoking areas within the grounds of the **Home** where facilities exist, and is subject to a smoking risk assessment. It is not permitted in the bedrooms or in any area of the **Home** building and no exceptions can be made. No naked flames are allowed anywhere within the Home.

13.2 Residents may consume alcohol in accordance with any licensing restrictions at the **Home**. Any consumption of alcohol is at your own risk and **Bupa** can accept no responsibility for any loss, damage or injury you may suffer as a result of alcohol consumption, except where we have been negligent or breached our duty of care to you.

14. Equality and diversity

14.1 We have a zero tolerance approach toward any form of mistreatment, abuse, sexual harassment or discrimination against our staff. All employees deserve to work in a safe and respectful environment. Any behaviour that undermines this principle will not be tolerated and will be addressed promptly and appropriately. We do not tolerate abuse of our staff on grounds of race, ethnicity, sexual orientation, or gender.

14.2 Whilst you may exercise the right to refuse the care of a particular employee at the **Home** for your own personal reasons, if the delivery of care to you by that person is necessary for your safety and wellbeing (for example if other staff are unavailable or dealing with an emergency) and you continue to refuse that person's help it will be entirely at your own risk.

14.3 We encourage our **Residents** to tell us about their cultural preferences and religious beliefs, which will be respected. We strive to meet your reasonable requirements so far as is reasonably practicable.

15. Visiting

15.1 Visiting times are as flexible as possible and the **Home** will advise you of the advised visiting times. In some circumstances, for example where personal care or medical treatment is being administered, the **Home** may request that visitors wait outside the room until a more convenient time for the visit to commence.

15.2 **Bupa** may have to take steps to minimize the risk of cross infection in the event of a pandemic or outbreak of an infectious disease/illness within the Home. You will be informed of any protective measures which need to be implemented and you will be required to adhere to them, even if this may require restrictions upon visitors.

15.3 Visitors can be provided with meals at a reasonable price and with notice; non-alcoholic drinks are available free of charge.

15.4 In the interest of general safety, visitors to the **Home** are required to sign in and out and to inform staff if a **Resident** is leaving the premises with them.

15.5 All visitors to the **Home** must conduct themselves in such a manner as to not to disturb the peaceful enjoyment of the **Home's** community. Visitors must also be civil towards staff. We will not tolerate any form of abuse, violence, aggression, verbal abuse, or sexual harassment of our staff, and the Manager reserves the right to restrict visitors who display these behaviours and/or are disruptive to residents or staff within the **Home**.

15.6 Should you choose to leave the **Home** with a visitor and without being accompanied by a member of staff, **Bupa** does not accept any liability for your health or well-being while you are away from the **Home**.

16. Medication

16.1 As part of the admission process you must declare to the **Manager** or Senior Nurse all medications and treatment creams that are currently used.

16.2 If you wish to self-administer all or some of your prescription or non-prescription medications and treatment creams, an assessment of your capability to self-medicate will be undertaken at the time of admission, as part of your care planning process. If the assessment indicates that self-administration is appropriate, you will be asked to sign an agreement recording the decision, which will form part of your care record. From that point, **Bupa** accepts no responsibility and will have no liability to you for harm caused as a result of your self administration of medication. The assessment to self administer medications will be kept under review as part of your care plan reviews. The **Home** will be responsible for ensuring that you receive your medication from the pharmacist on a regular basis and you will be required to notify staff when you are running low on

medication. Medication must be kept in a secure place in your room and a lockable drawer will be provided for this purpose.

16.3 If you either choose not to self-administer medication, or the assessment of your capabilities indicates that you are not able to self-administer, then the medications and treatment creams will be retained by the **Manager** or person in charge on admission.

16.4 In the event that you have not signed a self-administration of medication agreement, but wish to self-administer any non-prescribed medications and treatment creams such as paracetamol, you should inform the **Manager** or nurse in charge before doing so and **Bupa** accepts no responsibility and will have no liability in such circumstances unless due to any act of neglect or default on the part of **Bupa** or its agents or an employee of **Bupa**.

17. Personal possessions and finances

17.1 You may bring into the Home such items of furniture, equipment and personal effects as agreed with the **Manager** and subject to inspection by us as to their condition and safety. In particular, **Bupa** reserves the right to inspect electrical equipment brought into the **Home** and to prohibit the use of such equipment if it is considered to be unsafe.

17.2 On admission, an allocated member of staff will complete an inventory detailing your personal effects, and you/your **Nominated Representative** will be responsible for notifying any changes to the inventory. We will ask for a declaration of any valuables that you may have with you, including cash. Every reasonable care is taken, to safeguard your belongings while you reside in the **Home** but we do not recommend valuables are brought into the Home. You are requested not to keep sums of cash in excess of your immediate needs, or valuables (especially jewellery) in your room or on your person. We do not accept any liability for the safe keeping of such items except in the case of our negligence or fraud. You are responsible for arranging your own insurance to cover your valuables and personal possessions, as provided for in Clause 12.

17.3 Our insurance provisions are set out in Clause 12. **Bupa** does not accept responsibility for loss or damage to **Resident's** personal possessions unless damage was caused by a member of staff.

17.4 Personal clothing is laundered either in our laundry on site, or an offsite laundry, and all reasonable care will be taken with the handling of your clothing. All personal clothing must be named prior to being brought into the **Home** with a small name tag woven into the garment. The **Home** will use all reasonable endeavours to prevent damage to clothing. However, we request that all items of clothing are machine washable at high temperatures and suitable for tumble drying. **Bupa** does not accept responsibility for lost items that are not appropriately labelled. **Bupa** does not accept responsibility for damage caused to items not suitable for washing at high temperatures and being tumble dried.

17.5 We understand that moving or losing a loved one is a difficult time for families. To help ease this process, we kindly request that all personal possessions be removed from your room within three days after death. In the event of you moving from the **Home**, we ask that all personal possessions be removed by no later than the time of your departure from the **Home**. In the event that personal possessions are not removed within the time set out in this clause, **Bupa** will, after this period, arrange for the possessions to be safely removed to a storage facility and all costs incurred for doing this will be charged at cost to you or your estate. If the items are not collected from storage within eight weeks, you or your **Nominated Representative** authorise **Bupa** to arrange for the items to be sold or destroyed. If the possessions are sold, we will credit any sums received on sale to your account, less any costs incurred in the sale and less our reasonable expenses

18. Benefits

18.1 We do not give advice in relation to your personal finances or the benefits to which you may be entitled. We recommend that you seek independent professional advice on these matters. **Bupa** may, if requested, use reasonable endeavours to identify independent professional advisers to assist you with your personal affairs. By doing so we do not recommend or endorse any particular professional and accept no liability for any advice or action taken by such adviser. Any such professional adviser shall be responsible to you for their own acts and omissions.

19. Temporary absence

19.1 If you are absent from the Home (for example on holiday or during hospital admissions) your room will be reserved for you. If you are on a Short Stay, the Total Fees are payable in full throughout the period of absence. If you are a **Long Stay,** the **Total Fees** are payable in full during the first full week of absence. Thereafter, if you are a **Self-funding Resident**, the **Total Fees** will be reduced by 10% but cannot be reduced further as many of our costs, for example, staff, mortgage and utilities are fixed costs which will not reduce if you are absent from the **Home**.

20. Data protection, GDPR and confidentiality

20.1 **Bupa** will comply with its statutory duties under the Data Protection Act 2018, GDPR and its duties of confidentiality. **Bupa** will take all reasonable steps to ensure that the information it holds about you remains confidential and secure. Unless required by law or in circumstances that **Bupa** deems necessary to ensure that your care needs are met, confidential information will not be disclosed without your prior consent.

20.2 **Bupa** is required by law to share personal information about people who use the service with other organisations, at their request, for example our regulator, the Care Quality Commission/ Care Inspectorate Wales, the police or the local authority safeguarding team. The Care Quality Commission/Care Inspectorate Wales can request to see any documentation the **Home** holds about people who use the service for the purpose of fulfilling its regulatory functions. **Bupa** cannot object to disclosure of this information.

20.3 However, if you object to any personal information **Bupa** holds about you being shared, **Bupa** can bring this to the attention of the Care Quality Commission/Care Inspectorate, who should then discuss the matter with you, before accessing your information. If you have concerns about your data being shared with the regulator, you should raise this with the **Manager** or person in charge during the admission or care planning process.

21. Comments, complaints, grievances

21.1 **Bupa** strives to provide a quality service and requires your input to ensure that an appropriate level of resident satisfaction is achieved. We welcome your comments, both positive and negative, regarding the service you receive. These are a part of our governance system that enables us to learn and improve the services we offer. A copy of how to make comments, or register concerns or complaints is contained within our complaints leaflet, which is available in your room and from the **Manager**.

21.2 If you are in any way dissatisfied with our service, please discuss this with the **Manager** or the person in charge as soon as possible. If you wish to register a formal complaint, it is vital you follow our Complaints Procedure to ensure we fully consider your grievance.

22. Lasting power of attorney

22.1 During the period of your stay with us, you may require assistance in managing your financial affairs or, due to a deterioration in your health, you may not have the capacity to continue to manage your affairs or make decisions about your health and wellbeing. **Bupa** recommends that as soon as reasonably practicable after entering into the **Agreement**, you therefore prepare a Lasting Power of Attorney for both property and financial affairs, and personal welfare matters, to ensure that your affairs can continue to be managed, should you lose the capacity to do so.

23. Social media and consent

23.1 You will be asked during the **Home's** admission process whether you consent to photographs of you being shared on social media, including but not limited to Facebook, Twitter and Instagram. Photos taken and shared on social media are generally to record special occasions or activities within the **Home**. If there is any change to your decision on consent, you are asked to notify the **Home** in writing. **Bupa** is entitled to rely on your most recent stated position on consent for photography.

24. Additional terms

24.1 **Force majeure**
Bupa shall be under no liability for any failure to perform any of its obligations if and to the extent that the failure is caused by any circumstances which are beyond its reasonable control.

24.2 **Notices**
Any notice to you or your **Nominated Representative** or **Guarantor** may be validly given if sent by email (where an email address is given in the **Agreement/Guarantor Agreement**), post or hand delivered. Notices sent by post will be deemed to be received forty-eight (48) hours after posting.

24.3 **Severance**
The invalidity, unenforceability or illegality of any provision (or part of a provision) of the **Agreement** under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the intentions of the parties.

24.4 **Waiver**
No waiver by either party of any breach or non-fulfilment by the other party of any provision of the **Agreement** shall be deemed to be a waiver of any subsequent or other breach of that or any other provision of the **Agreement** and no failure to exercise or delay in exercising any right or remedy under the **Agreement** shall constitute a waiver thereof. No single or partial exercise of any right or remedy under the **Agreement** shall preclude or restrict the further exercise of any such right or remedy.

24.5 Variation

24.5.1 **Bupa** reserves the right to vary the **Terms and Conditions** applicable to the Agreement from time to time to ensure Bupa is able to deliver effective and efficient care services in line with assessed needs. When making any variation Bupa will always act reasonably and for valid reasons, for example, changes that are necessary to give effect to new health and safety laws or sector regulations, or to improve the service that we provide to you, or fee increases made in accordance with the **Agreement**.

24.5.2 Save in cases where there is a change in needs requiring a more immediate response, variations will be notified in writing 28 days in advance and will take effect from the date stated in the notice. Where a change in needs requires earlier intervention, then notification will be provided at the earliest opportunity, usually within seven days.

24.5.3 No variation of our **Agreement** or **Terms and Conditions** shall be valid unless it is in writing.

24.5.4 If you object to any changes to the terms of the **Agreement** or **Terms and Conditions** you have the right to terminate the **Agreement** without penalty upon providing seven days' written notice. If you do not provide seven days' notice prior to the date when the variation is to take effect, you will be deemed to have accepted the variation. If you do provide notice and it takes effect after the date stated within the variation notice, the variation will not take effect during your seven-day notice period.

24.6 Entire Agreement

The **Agreement** along with documentation which notifies you of changes to your fee or to the **Terms and Conditions** from time to time, constitutes the entire **Agreement** between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in the **Agreement**.

24.7 Third Party rights

A person who is not party to the **Agreement** shall have no right under the **Agreements** (Rights of Third Parties) Act 1999 to enforce any term of it.

24.8 Governing law and jurisdiction

The **Agreement** shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

24.9 Consumer agreement regulations

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

The Consumer Contract Regulations 2013 apply to you as a "consumer". **If the Agreement is signed away from the Bupa's place of business (the Home) then you have the right to cancel the Agreement within 14 days without giving any reason**. The cancellation period will expire after 14 days from the day the Agreement is agreed. To exercise the right to cancel, you must inform us of your decision to cancel the **Agreement** by a clear statement (e.g. a letter sent by post or e-mail). If you cancel the **Agreement**, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay. If you request us to commence the performance of services during the cancellation period, you shall not pay to us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of the **Agreement**. If the service, you have instructed us to provide is completed during the cancellation period you will have no right to cancel the **Agreement**.

24.10 Privacy notice

24.10.1 As part of the services we offer, we are required to process personal data about our **Residents** and, in some instances, the friends or relatives of our Residents. "Processing" can mean collecting, recording, organizing, storing, sharing or destroying data. Further details can be found in the Privacy Notice at Appendix 2.

24.10.2 We are committed to providing transparent information on why we need your personal data and what we do with it.

24.11 Gifts

Bupa's staff members are not permitted to accept gifts individually from any **Resident/ Nominated Representative**. Gifts which benefit the Home and all residents equally, or all our staff equally, can be accepted. The **Manager** will advise on how this can be arranged.

24.12 Witnessing Legal Documentation

Bupa's staff members are not permitted to act as witness in respect of any **Resident's** legal documentation.

24.13 Pets

We understand that pets can be a source of companionship and joy. If you wish to bring a small domestic pet into the Home, please discuss this with the Manager in advance. This will be at the absolute discretion of the **Manager** and must be decided in advance with the **Manager**. If this is agreed by the **Manager** you must accept the following conditions:

- You accept full responsibility for the care, feeding and exercise of the pet. We do not accept any liability for veterinary bills, foodstuffs and/or other costs associated with your pet; and
- To ensure a safe and comfortable environment for all residents, pets must not enter catering or clinical areas. If a pet repeatedly enters these areas or poses a health hazard or inconvenience to others, we may ask for the pet to be removed.

Bupa Care Homes (ANS) Limited No. 1960990
Belmont Care Limited No. 2509860
Bupa Care Homes (AKW) Limited No. 4122364.
Bupa Care Homes (Bedfordshire) Limited No. 3333791
Bupa Care Homes (BNH) Limited No. 2079932
Bupa Care Homes (CFCHomes) Limited No. 2006738
Bupa Care Homes (CFHCare) Limited No. 2741070
Bupa Care Homes (GL) Limited No. 1587972
Bupa Care Homes (Partnerships) Limited No. 2216429
Bupa Care Homes (BNHP) Limited No. 3183275.
Cale View Limited No. 14945972.
Registered in England and Wales.
Registered office: 1 Angel Court, London EC2R 7HJ

Bupa Care Homes (Carrick) Limited No. SC151487.
Registered office: 39 Victoria Road, Glasgow G78 1NQ
VAT Registration No. 239731641.

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SEP26 CS 04231

Appendix 1.
Financial declaration form.

Resident Name

Care Home Name

How do you propose to pay for your care?

1. How much do you/the proposed Resident have in savings and/or cash in the bank?

£

2. Do you/the proposed Resident own, or share ownership of, a property?

Yes ☐ No ☐ Please go to question 3.

Please provide all of the details requested at 2a to 2g below.

2a. Do you propose to sell this property to help fund your care?

Yes ☐ No ☐

2b. What is the address of the property (if not the same as the proposed Resident's address, above)?

2c. What is the approximate market value of the property? £

2d. What is the approximate equity in the property? £

2e. Is the property currently occupied by anyone other than the proposed Resident?

Yes ☐ No ☐

2f. If the answer to (2e) above is yes, please provide details of the other person(s) living at the property.

2g. Please provide details of any mortgage(s) or other loans secured against the property, to include equity release schemes.

3. What is your/the proposed Resident's annual income from investments/bonds/shares?

Investments £ Bonds £ Shares £ Other £

4. What is your/the proposed Resident's monthly income from pensions?

State £ Private £

5. Do you/the proposed Resident believe you/the proposed Resident may be entitled to Local Authority Funding because you/the proposed Resident have insufficient assets/savings/income to pay for your care?

Yes ☐ No ☐

5a. If you have answered 'Yes' to question 5, above, have you contacted your Local Authority and requested an assessment?

Yes ☐ No ☐

5b. If yes, have they confirmed entitlement to funding?

Yes ☐ No ☐

6. Do you/the proposed Resident believe you/the proposed Resident may be entitled to Continuing Healthcare Funding ('CHC') from the NHS as a result of your/the proposed Resident's medical needs?

Yes ☐ No ☐

6a. If you have answered 'Yes' to question 6, above, have you contacted your/the proposed Resident's social worker or GP to request an assessment for CHC?

Yes ☐ No ☐

6b. If yes, have they confirmed entitlement to funding?

Yes ☐ No ☐

7. Are you/the proposed Resident in receipt of Attendance Allowance? Residency in a care home entitles you to the highest level of Attendance Allowance, you may qualify for an increase to the amount you already receive.

Yes ☐ No ☐

8. Have you purchased an annuity to help you cover the cost of care?

Yes ☐ No ☐

9. Length of time available to pay private fees (where applicable).

Years Months

10. Length of time before third party top up becomes applicable. This is when the level of funds falls to levels when Local Authority will make some contribution.

Years Months

Your legal declaration

Declaration

If the **Resident/Nominated Representative** does not wish to disclose the above information, then the **Resident/Nominated Representative** must complete the below **Statement of Assets** confirming that the **Resident** has sufficient assets to meet the fees for at least two years, before assets fall to the levels whereby the **Resident** become eligible for local authority financial assistance.

Statement of Assets

I confirm that I (the **Resident/Nominated Representative**) as a signatory of the **Agreement** fully understand the fees that are payable under the **Agreement**, the various top ups and varying methods of future funding that the **Resident** may become entitled to and how these will affect or may affect the **Resident** and how their residency within the **Home** is funded. Notwithstanding clause 9.5 of the Terms and Conditions, I (the **Resident/Nominated Representative**) fully understand and hereby agree that within seven days of becoming aware, I will inform and continue to update **Bupa** (providing such information to **Bupa** as they may reasonably require) of any changes that occur or are anticipated as being reasonably likely to occur to the **Resident's** financial position, which may affect how their residency within the **Home** is funded.
I confirm that the **Resident** has sufficient assets to finance in full the fees payable under the **Agreement** for two years before the **Resident** may become entitled to receive local authority financial assistance.

Signed	Signed on behalf of Bupa
Name	Name
Resident/Nominated Representative	Position
Date D D M M Y Y Y Y	Date D D M M Y Y Y Y

Appendix 2.
Privacy notice – in brief.

We are committed to protecting your privacy when dealing with your personal information. This privacy notice provides an overview of the information we collect about you, how we use and protect it. It also provides information about your rights. Further details can be found in our full privacy notice available at **bupa.co.uk/privacy**. If you would like a paper copy of the full privacy notice, please ask a member of staff at the Care Home, or contact the Bupa Privacy team on the details below.

Information about Bupa

Bupa is registered with the Information Commissioner's Offce. Bupa is comprised of a number of trading companies, many of which also have their own data protection registrations. For company contact details, visit **bupa.co.uk/legal-notices**

Ways in which we obtain personal information

This privacy notice applies to anyone who interacts with us in relation to our products and services, in person and via any channel (eg email, website, telephone, app etc). We obtain personal information from you and from certain third parties (eg those acting on your behalf, like brokers, healthcare providers etc). Where you provide us with information about other individuals, you must ensure that they have seen a copy of this privacy notice and are comfortable with you doing this.

Categories of personal information

We process two categories of personal information about you, namely **standard personal information** (eg information we use to contact you, identify you or manage our relationship with you); and **special categories of information** (eg health information, information about race, ethnic origin and religion that allows us to tailor your care, and information about crime in connection with screening).

Purposes and lawful grounds of our processing personal information

We process your personal information for the purposes set out in our full privacy notice, including to administer our relationship with you (including providing health services, and complaints handling), to monitor performance and in order to protect the rights, property, or safety of Bupa, our customers, or others. The legal ground upon which we process personal information depends on what category of personal information we process. Standard personal information is normally processed by us on the basis that it is necessary for the performance of a contract, our or a third parties' legitimate interests, or it is required or permitted by law.

Sharing your information

We share your information within the Bupa group of companies, with funders commissioning services on your behalf, those acting on your behalf and with others who help us provide services to you (eg healthcare providers). We also share your information in accordance with the law. You can read more about what information may be shared in what circumstances in our full privacy notice.

International transfers

We work with companies that we partner with, or that provide services to us (such as healthcare providers, other Bupa companies and IT providers) that are located in, or run their services from, countries across the world. As a result, we transfer your personal information to different countries including transfers from within the UK to outside the UK, and from within the EEA (the EU member states plus Norway, Liechtenstein and Iceland) to outside the EEA, for the purposes set out in this privacy notice. We take steps to make sure that when we transfer your personal information to another country, appropriate protection is in place, in line with global data protection laws.

How long we retain your personal information

Bupa retains your personal information in accordance with retention periods calculated using criteria detailed in the full privacy notice available on our website.

Your rights

Bupa retains your personal information in accordance with retention periods calculated using criteria detailed in the full privacy notice available on our website.

Marketing and preferences

We may use your personal information to send you marketing by post, telephone, social media platforms, email and text. We only use your personal information to send you marketing if we have either your consent or a legitimate interest. If you don't want to receive personalised marketing about similar Bupa products and services that we think are relevant to you, please contact us at **optmeout@bupa.com** or write to **Bupa Data Protection, Willow house, 4 Pine Trees, Chertsey Lane, Staines-upon-Thames TW18 3DZ**

You also have the right to make a complaint to your local privacy supervisory authority. Bupa's main establishment is in the UK, where the local supervisory authority is the information Commissioner, who can be contacted at Information Commissioner's Office, Wycliffe house, Water Lane, Wilmslow, SK9 5AF United Kingdom. Tel: 0303 123 1113 (local rate) or +44 (0) 1625 545 745 (national rate).

Key information fact sheet.

Care Home Name	**<insert care home name>**
Care Home Address	**<insert care home address>**
<insert care home address>	Postcode **<insert postcode>**

Bupa recognises that moving into a care home is a significant and important decision. Our aim is to assist you in making the right choice by making the terms upon which we provide care and accommodation clear and transparent. If you choose to move into a Bupa care home ('**Home**'), we will enter into a legal agreement under which both parties will have rights and obligations.

This '**Key Information Fact Sheet**' provides you with key information about our service to assist you in determining whether the **Home** that you are considering is the right choice for you. We have also produced a '**Further Information Fact Sheet**', which contains more detailed information in an easily accessible form. Please request a copy of this if you require more information at any stage. If you consider that you may wish to move into the **Home**, we will also provide you with our **Terms and Conditions** before you make your decision.

Key features of our service

Funding arrangements *We accept self-funded residents and state-funded residents.*

Type of care needs catered for	Residential ☐ Nursing ☐ Dementia ☐ End of life ☐ Respite ☐ Palliative ☐ Other ☐ <please state>
Rooms	<For example: all rooms are single furnished rooms. Most have en suite facilities. Rooms are capable of having, television and telephones installed. Internet access is available, but at an additional charge.>
Facilities and services	We have the following facilities and services: <for example, add here how many dining rooms, lounges you have as well as other facilities such as library, cinema, bar, sensory room, pool and activities room.>
Size	Number of beds <insert number>
Rating (as appropriate to region)	Rating awarded by Care Quality Commission/Care Inspectorate <insert rating> Date of last rating awarded by Care Quality Commission/Care Inspectorate D D M M Y Y Y Y Current rating awarded by carehome.co.uk <insert rating>
Food hygiene rating	Current food hygiene rating <insert rating> Date of latest food hygiene rating D D M M Y Y Y Y
Staffing arrangements	Our **Home** is staffed with an appropriate number of suitably qualified, competent, skilled and experienced staff to meet the needs of the people who use the service. The Registered Manager has overall responsibility. Please note that the actual level of care that each resident will receive in our **Home** will depend on their individual care needs.
Financial assessment	Self-funding residents will be asked to complete a financial assessment to show how long they will be able to fund their own care for.

COMPLETED VERSION AVAILABLE FROM THE HOME

Our fees and charges

Self-funding residents will be typically charged the following rates per week. Prices quoted are for guidance only and are based on a single room occupancy. All prices are subject to an individual care needs assessment and the type of room and services chosen.	Residential:	This care is/is not currently provided at the home. The weekly fee charged for self-funding residents is currently from £xxx ranging to £xxx per week.
	Nursing:	This care is/is not currently provided at the home. The weekly fee charged for self-funding residents is currently from £xxx ranging to £xxx per week.
	Dementia:	This care is/is not currently provided at the home. The weekly fee charged for self-funding residents is currently from £xxx ranging to £xxx per week.
	Respite:	This care is/is not currently provided at the home. The weekly fee charged for self-funding residents is currently from £xxx ranging to £xxx per week.
	Other:	This care is/is not currently provided at the home. The weekly fee charged for self-funding residents is currently from £xxx ranging to £xxx per week.

Services included in our fees These items/services are included in the weekly fee.	Accommodation, all meals, snacks and drinks, personal care, nursing care (if you are assessed as requiring it), basic toiletries, housekeeping and laundry (not including articles requiring specialist cleaning or dry cleaning), maintenance of the grounds and gardens, a range of on-site activities and electricity (eg heat and light).
Additional services not included in our fees The items/services are not usually included in the weekly fees but can be provided to you at an additional cost. A list of charges is available at reception.	Professional hairdressing, aromatherapy massage and reflexology, chiropody, physiotherapy, visitor's meals, personal copies of newspapers or magazines, personal purchases such as stationery, confectionery, alcoholic beverages, particular snacks, soaps and toiletries, clothing, shoes and slippers, dry cleaning, installation of private telephone line, telephone line rental and call charges, internet connections, television licence for personal use, additional off-site activities/events, private taxi fares, specialist medical equipment, which includes specialist seating and specialist chairs not made available at the Home and not provided by the NHS. In the event that NHS Staff, your representatives or relatives are unable to provide you with an escort to external or hospital appointments, we may provide a member of staff to support you, subject to availability, and subject to a charge. We cannot guarantee a staff escort will be available, and the charge will be advised on enquiry to the Home or Home Manager.
NHS Funded Nursing Care contributions (FNC)	FNC payments are a contribution paid by the NHS directly to the **Home** for residents who are assessed as requiring nursing care following an eligibility assessment. The payments are made as a contribution to the nursing care provided by registered nurses employed by Bupa. The weekly fees we charge for nursing care set out above are **inclusive** of FNC contributions. If you receive FNC payments the amount you receive will be deducted from the Total Fee and you will be charged the balance. You will remain liable for the Total Fee if FNC payments are withdrawn/stopped.
Next of kin or nominated representative's liability under the contract	If a resident lacks mental capacity to enter into a contract and they do not have a Power of Attorney, or a court appointed deputy, a family member or nominated representative may enter into the contract agreeing for us to provide care to the resident. In these circumstances the family member/nominated representative will be required to enter into an agreement whereby they are responsible for the ongoing payment of fees.
Changes to funding arrangements	If there is a change in how your care is funded, we may require that you make an additional payment on top of the funding you receive. For example, if you become eligible to receive state funded care (whether through your local authority or the NHS) the amount the state pays us may not be sufficient to meet the cost of the services we provide, or cover the cost of the additional services you have chosen. In such cases, you or a family member may have to pay an additional fee to meet the difference. If you or a family member are unwilling or unable to pay this additional fee, you may be required to move to a less expensive room if one is available. If not, we will discuss with you whether you may need to look for an alternative placement.
Local authority funding assessment	If you believe you are eligible for local authority funding, we rely on you to co-operate and engage with the local authority in the assessment process. If the local authority refuses to pay for your placement either going forwards or retrospectively, then you will be liable to pay the self funding fee going forwards and/or retrospectively, where applicable.

COMPLETED VERSION AVAILABLE FROM THE HOME

Our fees and charges (continued)

Fee increases

We review our fees annually, usually on 1 January. There will be a fee increase following the annual review which will apply to all Residents as of 1 January, except in the case of those Residents who entered the Home between 1 October and 31 December in the year immediately before the annual review. For those residents who enter the Home between 1 October and 31 December, their first annual fee review shall take place on, and be effective from, 1 May. All subsequent annual fee reviews for those Residents shall take place on 1 January.

We increase our fees by 7% per annum (the annual fee review), net of any Funded Nursing Care contribution you receive (if applicable). In addition to annual fee reviews, we will carry out a review of your fees if your care needs increase, or you stop receiving FNC contributions.

In addition to the usual 7% annual fee review, we may also apply an exceptional increase to our fees in circumstances where our operating costs are increased as a result of a pandemic or other similar emergency, or changes to legislation or regulatory requirements which affect the service Bupa provides, and which increase our operating costs (for example government taxes or changes to minimum wage provisions), or where our costs rise much more than expected, broadly predictable amounts (for example, increases caused by disruption to or shortages of essential supplies).

We will provide you with notice before increasing your fee. If it is not accepted, you will have the option to terminate our agreement without penalty.

If you receive state-funded care from a local authority or the NHS, and you or a family member pay an additional fee to meet the cost of our services, the local authority or NHS may not make an annual increase to its contribution by the same percentage as Bupa's annual increase. This may result in the amount that you are required to pay increasing by more than 7% of our Total Fees.

Guarantor

In certain circumstances we will ask that someone acts as a Guarantor. That may be a member of your family or other suitable person. The Guarantor will be required to enter into an agreement to guarantee payment of our fees and other costs in the event you/your Nominated Representative fails to make payment.

Examples of when this may apply include:

(i) if you are unable to evidence funding to support not less than two years residence in the Home, and/or

(ii) you/your Nominated Representative fails to provide us with any or sufficient financial information, as required in our Financial Declaration Form.

If your Guarantor fails to make payment when requested by Us, we may terminate your placement at the Home and/or take legal action against the Guarantor to recover fees and other charges, and legal and/or other costs necessary to enforce the Guarantee.

Date D D M M Y Y Y Y

COMPLETED VERSION AVAILABLE FROM THE HOME

Further information fact sheet.

Care Home Name	<insert care home name>
Care Home Address	<insert care home address>
<insert care home address>	Postcode <insert postcode>

Bupa recognises that moving into a care home is a significant and important decision. Our aim is to assist you in making the right choice by making the terms upon which we provide care and accommodation clear and transparent. If you choose to move into a Bupa care home, we will enter into a legal agreement ('**Agreement**') under which both parties will have rights and obligations.

This fact sheet provides you with further information about our service and key terms and conditions that you should be aware of in order to assist you in determining whether the Bupa home ('**Home**') that you are considering is the right choice for you. We have also produced a '**Key Information Fact Sheet**', which contains a briefer summary. If you consider that you may wish to move into the **Home**, we will also provide you with our full **Terms and Conditions** before you make your decision. You may request a copy of our full **Terms and Conditions** at any stage.

COMPLETED VERSION AVAILABLE FROM THE HOME

Provider details

The **Home** is run by	<Bupa company>
Management details The **Home** is managed on a day-to-day basis by	<name of manager>
Regulators	
England is regulated by the Care Quality Commission (CQC).	CQC, Citygate, Gallowgate, Newcastle upon Tyne NE1 4PA Tel: 03000 6161661 enquiries@cqc.org.uk
Wales is regulated by the Care Inspectorate.	Care Inspectorate, Welsh Government Office, Sarn Mynach, Llandudno Junction LL31 9RZ Tel: 0300 7900 126 ciw@gov.wales
Local Authority Our local authority is	<insert address and contact details>
Safeguarding Authority Safeguarding concerns can be raised with the Adult Safeguarding Team at our local authority.	<insert address and contact details>
Trial period	When you enter the **Home** as a Long Stay resident (that is for a period of more than 31 days), you may do so on a trial period of 28 days. During this period either party may terminate the contract by giving 7 days' notice in writing. You do not have to provide reasons for giving notice. We will only give notice during this period if: **1.** Your needs are not consistent with the information provided on assessment and we are unable to meet your needs or unable to meet your needs at the agreed fee. **2.** There has been a change in your assessed needs which we cannot meet. **3.** Your conduct (or the conduct of your representatives or visitors) is disruptive to the smooth running of the **Home.** **4.** Your conduct (or the conduct of your representatives or visitors) places other residents or staff at risk. There is no trial period in the case of Short Stay residents, who are residents who wish to stay at the **Home** for a period of 31 days or less.

NHS Funded Nursing Care contributions (FNC)	FNC payments are a contribution paid by the NHS to the **Home** for residents who require nursing care following an eligibility assessment. The payments are made as a contribution to the nursing care provided by registered nurses employed by Bupa. The amount of FNC payments is set annually by the Department of Health and Social Care. The weekly fees we charge for nursing care are **inclusive** of FNC contributions. If you receive FNC contributions the amount you receive will be deducted from the **Total Fee** and you will be charged the balance. You will remain liable for the **Total Fee** if FNC payments are withdrawn/stopped. If FNC payments are stopped because you are admitted to hospital, then, as you will be liable for our **Total Fee**, the fees that you are required to pay may increase. This is because we are still required to have the same amount of nursing staff on duty and your absence from the **Home** does not reduce our costs.
Change to funding arrangements	If your funding arrangements change whilst you are in the **Home**, this may have an impact on your placement.
Third Party Top Ups	If you are self-funding and become eligible for local authority funding during your stay, the amount that the local authority agrees to pay may not be sufficient to meet our fees. If this is the case, we may require a third person (usually a family member) to pay a top up fee. This is called a 'Third Party Top Up'. If there is no-one willing to pay a top up, then we may decide to terminate your placement. The Third Party Top Up will be arranged through the local authority. The local authority is required to consider whether there is any reason you should remain in the **Home** and whether they have a duty to pay our full fee before requesting a Third Party Top Up.
NHS Funding	We accept residents who are in receipt of Continuing Health Care Funding ('CHC'). This is when you are assessed as having a primary health need and the NHS pays for your accommodation and care. The NHS will usually pay a standard fee which it assesses is sufficient to meet your 'assessed care needs'. Our fees may be higher than the NHS will agree to pay due to the fact that you have chosen to receive services and environmental surroundings that go beyond what is necessary to meet your assessed care needs, and which are not therefore covered by the funding provided by the NHS. The NHS may determine that your needs can be met in a more basic care setting and with fewer services. If you become eligible for CHC during your stay, and the NHS refuses to meet our full fee, you may be required to meet the difference between our fee and the amount the NHS will pay. If you or the NHS are unwilling or unable to pay the additional fee we may need to consider terminating your placement. The NHS is required to consider whether there is any reason you should remain in the **Home** and whether they have a duty to pay our full fee. In circumstances where your funding arrangements change, we will have to terminate our **Agreement** with you and enter into a new **Agreement** with the local authority, the NHS and/or yourself if you are required to make a contribution towards our fees. You will remain liable under your **Agreement** with us until it is terminated, and you agree to abide by the spirit of our **Agreement** even when in receipt of funding.
Retrospective funding	If you are assessed retrospectively as being entitled to receive NHS or local authority funding, we are only required to refund the amount that the local authority or NHS agrees to pay us for your fees during this period. This may not be the full amount that you have paid under the **Agreement**. Any reimbursement should be made directly to you by the funding body. If refunds are made to us, we will reimburse you once we have received cleared funds.
First Party Top Up	If your fees are being paid by the local authority during the period of a 12 week property disregard (when the value of your house is not taken into account when calculating your eligibility for local authority funding), or because you have entered into a Deferred Payment Agreement, and the amount the Local Authority pays is lower than our fee, you may be required to pay a top up (First Party Top Up). You are required to inform us if you have entered into a Deferred Payment Agreement or if a local authority is funding your placement during a period of a 12 week property disregard.

COMPLETED VERSION AVAILABLE FROM THE HOME

Complaints handling procedure	We operate a robust complaints process. If you have any cause to complain, we request that you follow our complaints process to ensure that we deal with your complaint effectively. A copy of our complaints process is available from the **Home's** reception and on each unit. You can also contact Bupa's Customer Complaints Team on 0113 360 4806, Monday to Friday, from 9am until 5pm. If you remain dissatisfied with how we have handled your complaint you can refer the matter to:
England	The Local Government and Social Care Ombudsman. Tel: 0300 061 0614 https://www.lgo.org.uk/contact-us
Wales	The Public Services Ombudsman Tel: 0300 790 0203 https://www.ombudsman.wales
Reasons for terminating the Agreement between us	Our **Home** is your home and we will not terminate our **Agreement** with you without a justifiable reason. We may terminate the **Agreement** (on 28 days' notice for a Long Stay and seven days' notice for a Short Stay) if: ▪ you fail to pay your fees ▪ we can no longer meet your assessed needs ▪ there is an irreconcilable breakdown in the relationship between you and us or between us and your relatives, representatives or visitors ▪ the **Home's** registration is cancelled or the **Home** closes ▪ your conduct (or that of your representatives or visitors) is disruptive to the smooth running of the **Home**, or that conduct puts other residents or staff at risk of harm ▪ there is a change in your funding arrangement and you or your representatives refuse to pay the top up fee or additional fees charged. You may terminate this **Agreement** by giving 28 days' notice for a Long Stay, and seven days' notice for a Short Stay.
Contents insurance	You will be responsible for arranging your own insurance for your belongings whilst at the **Home**, including whilst travelling to and from the **Home**.
Television licences	You will need to obtain and pay for your own television licence for the use of a television in your own room. It may be possible to apply for a concessionary licence through the **Home**.
Pets	You may, subject to conditions and at the absolute discretion of the Home Manager, bring a small domestic pet into the **Home** provided this is agreed with the Manager in advance. Please discuss with the Manager as soon as possible if this is something you would like to do.
Meeting residents' preferences	We use all reasonable endeavours to meet your personal preferences. If you prefer to receive care from a male or female carer we will, wherever possible, accommodate this request. We will discuss with you any specific dietary and religious requirements in order for us to meet these. If we are unable to meet your preferences/needs we will clearly explain the reasons why, before you move into the **Home**.
Terms and conditions	Copies of our full **Terms and Conditions** can be found in our Information Pack, on our website and at the **Home's** reception. Please ask the Manager or reception if you require a copy.
Consumer regulations	If you are not present when the **Agreement** is entered into, or if the **Agreement** is entered into away from the **Home**, you are permitted to terminate the **Agreement** within 14 days without any penalty to you. If you have moved into the **Home** during this period and have therefore asked us to start delivering a service to you, we will be able to charge you for the service that has been provided.
Date D D M M Y Y Y Y	

COMPLETED VERSION AVAILABLE FROM THE HOME