

BARLAVINGTON

MANOR

Terms and Conditions of Residence

1 Introduction

- 1.1 These Terms and Conditions set out your rights and responsibilities and ours as the care provider, Barlavington Manor (“**we**”, “**us**”, or the “**Home**” (as defined below)). By signing the Admission Form, you (“**you**” or the “**Resident**”) agree to abide by these terms. Specific details regarding your fees, admission dates, and care arrangements are set out in the Admission Form, which forms part of this contract with you.
- 1.2 Residential care can be a significant financial commitment, so it is important that you fully understand the costs before signing the Admission Form. By signing, you agree to the terms and accept personal responsibility for payment of fees and charges.
- 1.3 If you have any questions about these terms or costs, please contact Lisa Whitton at lisa@barlavingtonmanor.co.uk, who oversees operations and compliance. We also recommend seeking independent legal advice, such as from Citizens Advice, if any part of these terms and conditions and/or the Admissions Form are unclear.

2 Definitions

- 2.1 In these terms and conditions, the following defined terms mean:

“**Additional Services**” has the meaning given in clause 6.

“**Home**” means Barlavington Manor, Burton Park Road, Petworth, West Sussex, GU28 0JS, which is owned and operated by Realmpark Healthcare (Petworth) Limited, a company incorporated in England & Wales with register number 03280007 and its registered address at 110-112 Lancaster Road, New Barnet, Hertfordshire, EN4 8A.

“**Resident**” means the individual receiving care services under this contract.

“**Representative**” means a person authorized by you, including those with Power of Attorney.

“**Fees**” means the monthly charges for the provision of our Services set out in the Admission Form (which may be increased annually, or more frequently, in accordance with clause 4 below).

“**Trial Period**” means the initial 4-week period during which we assess whether we can meet your needs.

“**Services**” has the meaning given in clause 6.

“**Start Date**” means the agreed date on which your care service begins as per your Admissions Form.

3 Admission and Trial Period

- 3.1 You must complete a pre-admission assessment so that we can ensure we can meet your care needs. Any subsequent offer of accommodation will then be made subject to a 4-week trial period.
- 3.2 Your Trial Period begins on your Start Date. During this period, we will work with you and your Representatives to review whether your care and support package is appropriate for your needs.
- 3.3 To secure your room until your Start Date, we require a non-refundable deposit equal to 1 week's fee. We will issue you an invoice for this amount, which must be paid by bank transfer and received by us in cleared funds before your Start Date.

4 Fees and Payments

- 4.1 Your Fees for the Services are detailed in the Admission Form and are payable monthly in advance on the first day of each month. You remain liable to pay for your Fees in full during any period of absence (e.g. hospital stays).
- 4.2 Your first invoice in respect of Fees is payable on your Start Date. This amount will be equivalent to the Fees due from the date of your admission to the Home to the last day of that initial first month. The second (and subsequent) months' Fees should then be paid via standing order as normal on the first day of each month.
- 4.3 All payments must be made by bank transfers. We strongly recommend setting up standing orders for payments of Fees on admission to the Home.
- 4.4 Additional Services will incur separate charges and are payable by bank transfer, as invoiced.
- 4.5 Fees are reviewed annually on 1st April and may be increased to reflect specific and objective factors, such as inflation (using the Retail Price Index), statutory increases to staff wages, or significant changes in regulatory requirements. Any increase will be limited to the actual rise in costs incurred and will not exceed 6% per annum, except in exceptional circumstances. We will give you at least 28 days' written notice of any fee changes, and if you do not accept the increase, you may terminate your Contract without penalty before the change takes effect.
- 4.6 If you pass away, Fees are payable only until your personal belongings are removed, up to a maximum of 7 days. Moreover:

- (a) Fees will be reduced pro-rata if belongings are cleared earlier. We will not charge additional fees for cleaning or administrative purposes during this period, as these are included in the final week's fee. Any fees paid in advance for days beyond this period will be refunded to your estate.
 - (b) If you or your Representative(s) cannot collect your belongings when vacating the room, we may sell or dispose of them. For disposals, we may recover reasonable disposal costs (e.g., transportation or administrative fees) from your estate. For sales, we may deduct any reasonable costs incurred from the sale, with any remaining proceeds returned to you or your estate within 30 days of disposal, along with an itemized breakdown of deductions. Before disposing of or selling any items, we will make reasonable efforts to contact your Representative(s).
- 4.7 Fees are subject to nil VAT. If they become subject to a higher rate of VAT, such rate of VAT will be applied and payable to us. Charges for Additional Services may be subject to higher rates of VAT, and if so, any VAT will be added to relevant invoices and payable to us.
- 4.8 If you fail to pay any Fees or charges by the due date, we may recover from you the reasonable and proportionate costs that we properly incur in pursuing payment. This may include legal fees and expenses, but only to the extent that they reflect the actual costs of recovery and are not excessive. We will provide you with a breakdown of such costs upon request.

5 Termination and Notice Period

5.1 Termination rights during Trial Period

- (a) You can end your placement at any time within the first 14 days and we will refund any unused Fees, excluding your initial deposit.
- (b) After the first 14 days, you can end your placement by giving 14 days' written notice. You'll need to pay Fees for the notice period, but we'll refund any unused Fees paid beyond that.

5.2 Termination rights after the Trial Period

Once the Trial Period has ended, you may terminate your placement at the Home for any reason with 28 days' written notice. You'll need to pay Fees for the notice period, but we'll refund any unused Fees paid beyond that.

5.3 We may terminate your placement at the Home with 28 days' written notice if:

- (a) Your care needs exceed what we can provide.
- (b) You have not paid your Fees.
- (c) Your behaviour, or that of your Representative or family makes it difficult for us to meet your care needs and/or ensure your safety.

- (d) You or your Representative(s) repeatedly ignore reasonable staff requests, and this impacts our ability to fulfil our obligations under these terms and conditions.
 - (e) Your behaviour significantly impacts other residents' enjoyment of the Home, causes harm or distress, or disrupts our ability to care for others.
 - (f) There is a breakdown of trust between you (or your Representative) and us, affecting the delivery of care, relationships with staff, or the operation of the Home.
 - (g) You or your Representative breach material terms of these terms and conditions and the breach remains unremedied for more than 30 days.
- 5.4 In any of the circumstances listed in clause 5.3 above, we will first consult you, anyone assisting you, and other relevant independent professionals (if required) to try and rectify the issue at hand before terminating your placement.

6 Services Provided

- 6.1 The services we provide include 24-hour routine care in the Home, accommodation, full board, personal care, meals and snacks, access to lounges and gardens, bedding and towels including laundry (but excluding dry cleaning), liaison with relevant outside agencies such as medical practitioners and district nurses, assistance with personal care, activities and access to internet (the “**Services**”).
- 6.2 Other services and personal requirements not included in the Services (e.g., hairdressing, chiropody, transportation, personal toiletries) (the “**Additional Services**”) can be arranged on request and as agreed in writing between us.
- 6.3 In exceptional circumstances and only when absolutely necessary to ensure we can continue providing the Services to you, we may be required to move you between rooms in the Home. Such a move will only be made after a full discussion with you and/or your Representative has taken place.

7 Personal Belongings

- 7.1 High-value items.
- (a) While we take reasonable care to ensure the safety of your belongings, we strongly recommend that you avoid bringing items of high financial value unless they are appropriately insured. In such cases, you are responsible for arranging insurance for high-value items.
 - (b) Furthermore, all high-value items such as jewelry, gold, or silver that you bring into the Home must be handed over to our staff upon your admission. These items will be securely stored in the Home's safe. If you wish to retrieve any of these items, you or your Representative will need to sign for their release. You are responsible for ensuring the safety and security of your belongings at all times when they are not stored in our safe, including during hospital visits, appointments, or personal outings.

- (c) Any claim for loss or damage caused by our staff must be notified to us promptly, and we will investigate and respond fairly.
- 7.2 Small items of personal furniture may be brought into the Home with the prior agreement of the Home's manager. It is your responsibility to ensure that such items are clearly marked with your name and kept securely.
- 7.3 You must not bring into the Home soft furnishings which are not certified as being fire retardant.
- 7.4 All your personal clothing must be clearly labelled and documented on admission and during your stay in the Home.
- 7.5 You may be allowed to bring a pet into the Home if we agree to it. However:
- (a) We may need to withdraw permission for your pet to stay with 28 days' notice (or sooner in emergencies) if it affects your health, safety, or the well-being of others. We will discuss this with you and your representative if this happens.
 - (b) You are responsible for all costs related to your pet, including food, medical care, and any damage caused to your room or the Home.
 - (c) All pets must have up-to-date vaccinations, which you will need to arrange and pay for.

8 Our Responsibilities

We are committed to providing care and support that meets your needs and promotes your well-being. Specifically, we will:

- (a) Assess your care needs before admission and create a personalised Care Plan.
- (b) Involve you in decisions about your care and update your Care Plan as required.
- (c) Support your independence and involvement in life at the Home wherever possible.
- (d) Treat you with dignity, respect, and privacy at all times.
- (e) Provide care that is safe, appropriate, and delivered by qualified staff.
- (f) Make reasonable adjustments to meet your individual needs.
- (g) Regularly assess risks to your safety and take steps to reduce them.
- (h) Listen to your feedback, address concerns promptly, and manage complaints in line with our Complaints Policy.

9 Health and Medical Care

- 9.1 You must provide your full medical history before admission.

- 9.2 We will manage your medications unless you are assessed as capable of self-administration (such assessments will be reviewed periodically).
- 9.3 Medical care by a physician and/or medical practitioner is available to you under the NHS or private arrangements. If you choose to receive treatment with:
- (a) A private GP, the supply of drugs, medication and care consultations will be funded privately, and any subsequent charge(s) will be payable as invoiced.
 - (b) The NHS, the supply of drugs, medications and care consultations will be funded by the NHS. Any excluded-care costs will be payable as invoiced.
- 9.4 The Home is registered with the Care Quality Commission (CQC) as a 'Care Home'. It is not a 'Nursing Home'. If your health deteriorates, we will do everything we can to care for you in a manner in which you would be cared for in an ordinary household. If medical or nursing care is required beyond what we are competent or permitted to provide, you may, following consultation with you and your Representative(s), be asked to make arrangements to be transferred to a Nursing Home of your choice.

10 Safeguarding and Conduct

- 10.1 You must respect our staff, other residents, and property at all times.
- 10.2 Visitors are welcome but must comply with safety protocols, including signing in and informing us if they take you off-site. If we believe your visitor poses an immediate and serious risk to any resident, visitor, or staff (e.g., physical abuse or threats), we may exclude them from the Home immediately and contact the police or other authorities if needed. If the risk is not immediate, we will assess the situation, discuss the behaviour with you and your visitor, and inform them about:
- (a) Warnings regarding future behavior.
 - (b) Conditions or restrictions for future visits.
 - (c) Bans from visiting the Home, if necessary, to protect others.
- 10.3 Smoking is only permitted in designated outdoor areas.

11 Complaints and Concerns

- 11.1 If you have a complaint or question, please follow the Home's written complaints policy—we're happy to help.
- 11.2 If you are not satisfied with how we handle your complaint, you can contact the CQC or the Local Government Ombudsman for a free, independent review. Their contact details are available from the Home's manager or in the complaints policy.
- 11.3 If you ever have concerns about abuse or suspected abuse, you can report it to us and/or directly to the Local Authority safeguarding team.

12 Data Protection

12.1 For the purpose of this clause 12, the following definitions will apply:

- (a) “**Personal Data**” and “**Processing**” have the meanings given in the Data Protection Legislation.
- (b) “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).
- (c) “**UK GDPR**” has the meaning given in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

12.2 We will hold and process Personal Data about you. All of this information will be protected in accordance with applicable Data Protection Legislation.

12.3 We will only gather Personal Data relating to you, your Representatives or any family member/relative involved in your care in order for us to deliver the Services and fulfil our obligations under these terms and conditions and by law. This may include (but not limited to) Processing Personal Data:

- (a) to complete any registration or booking made;
- (b) issue invoices and deal with any other financial aspects of your placement at the Home;
- (c) communicate with you and others on matters relating to the arrangements concerning your placement, including for medical purposes, and for the purpose of communication with general practitioners, and other health and multi-disciplinary professionals who are bound by the duty of confidentiality; and
- (d) and generally for the purpose of your placement at the Home and better ensuring that we meet your care needs.

13 General

13.1 Liability.

- (a) We will compensate you for any reasonably foreseeable loss or damage you suffer as a result of:
 - (i) our objective failure to provide services with reasonable care and skill; or
 - (ii) a definitive breach of our obligations under these terms or relevant laws, unless:
 - (A) The loss is caused by your own actions or negligence.

- (B) The loss is caused by third parties unconnected with the services we provide, and we have taken reasonable steps to prevent or mitigate such loss.
 - (C) The loss arises from events beyond our reasonable control, provided we have taken all reasonable steps to prepare for and minimise such risks.
- (b) Our total liability to you for loss or damage shall be limited to a reasonable amount reflecting the nature of the services provided and the extent of any loss, except where such limitation would be unfair under consumer law.
- (c) Nothing in these terms and conditions will exclude or limit our liability for:
- (i) Death or personal injury caused by our negligence.
 - (ii) Fraud or fraudulent misrepresentation.
 - (iii) Breach of statutory obligations under care regulations.
 - (iv) Any other matter that cannot be legally limited or excluded.

13.2 **Governing Law.** These terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales. You agree that the courts of England and Wales will have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or its subject matter or formation.

13.3 **Severance.** If any provision of these terms and conditions is found to be invalid, the remaining provisions will remain enforceable.

13.4 **Notices.** Any legal notices must be in writing and delivered by hand, first-class post or email (lisa@barlavingtonmanor.co.uk). Any notice will be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the Home;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at the time of transmission.

13.5 **Entire Agreement.** These terms and conditions, including the Admission Form, represents the entire agreement between you and us, superseding prior agreements.

13.6 **Variation.** We reserve the right to amend these terms if, in our opinion, it is necessary or appropriate because of changes to laws and applicable regulations, to meet the changing needs of residents, and/or improve our service. Any changes will be made with 28 days' written notice, except where required by law.

13.7 **No Misrepresentation.** Neither you nor we have relied on any representation or statement not set out in these terms and conditions.

13.8 **Assignment.** You may not assign your rights and obligations under the Contract without our written consent. We may assign our rights and obligations under the Contract (including these terms and conditions) to a third party to carry out a change of control and/or give effect to the sale of the Home.