

**CONTRACT AGREEMENT FOR MIDDLETON GROVE (Licence to occupy)**

This agreement sets out the terms and conditions for residents occupying accommodation and receiving independent living with support in Middleton Grove at Middleton Hall Retirement Village. Prospective residents and/or their representative(s) are advised to read this agreement carefully before signing. The agreement should be read in conjunction with any other information available on Middleton Hall Retirement Village, including the Key Facts documents, a brochure, the finance and funding brochure, the latest CQC report and the Statement of Purpose.

The Resident and/or their representative(s) are encouraged to ask any questions. Please direct all questions to the Head of Care and Quality or Service Manager.

If the Resident and/or their representative are in any doubt or have any questions, advice should be sought from a legal adviser before signing this agreement.

**This agreement is between:** Middleton Hall Limited (Company No. 65737) at Middleton Hall Retirement Village, Middleton St George, Darlington, Co Durham, DL2 1HA and

**Name:** ..... **Address:** .....  
..... **Post Code:** .....

**Telephone:** ..... **Email:** .....  
(the Resident or Person acting on behalf of Resident). If this section is completed by the Person acting on behalf of the Resident, please complete Resident details below.

**Name:** ..... **Address:** .....  
..... **Post Code:** .....  
(the Resident)

Date of check in: ..... Date of check out: ..... Apartment Number: .....

Chosen package: Standard Service  Standard Service with two meals  Full Service  Short stay

Rental fee: £..... per week Short stay fee: £..... per week/total for stay *(delete as appropriate)*

Service Package: £..... per week Care Fee: £..... per week *(where a care package is included)*

**Please indicate which statement applies to you by ticking one of the following:-**

- I am responsible for my own affairs
- ..... has Power of Attorney (PoA) active
- ..... Inactive
- If PoA has been given, please state which PoA?
- Lasting Power of Attorney Property & Financial  Health and Welfare
- Other  Please state .....
- Has a copy of the Power of Attorney been provided? Yes  No
- ..... subject to Guardianship
- ..... is dealing with the Resident's affairs
- I am in receipt of Attendance Allowance Lower Rate  Higher rate

I confirm that I have read the terms and conditions overleaf and received and read a copy of the Funding Care – A guide for residents and families.

Signed: ..... Date: .....  
The Resident/for and on behalf of The Resident *(delete as applicable)*

Signed: ..... Date: .....  
For and on behalf of the Company

1. Fees are payable monthly in advance by Direct Debit. Interest of 1.25% per month will be added for unpaid fees.
2. Fees include 24-hour care and personal care as outlined in the Care Plan, accommodation, meals, light, heat, bed linen and towels, cleaning of rooms and communal areas, and laundry. (Please ensure all items being laundered are washable and correctly named. The Company will not accept responsibility for any loss or damage to personal items unless washable and correctly named. In the unlikely event of damage to any washable items, the Company will reimburse up to a maximum of £50.00 per item. All non-washable items are to be identified.)
3. The fees do not cover hairdressing, newspapers, toiletries and other shop items, clothing, dry cleaning, chiropody or other treatments. Sales from the Orangery or Restaurant, outside of the care package, and visitors meals are also excluded. Some activities/outings have a charge attached the resident or representative will be made aware of this in advance.

Residents may pay for any or all of these services directly with the service provider. Alternatively, admin staff can keep an account of additional expenditure, but please note that with this alternative, some items will be subject to VAT. All expenditure will be invoiced monthly, and payment can be made by cash, cheque or debit/credit card. Residents need to arrange for insurance of their own furniture and possessions over the total value of £2,500.
4. Fees for less than one week will be calculated at a daily rate of 1/7th of the weekly fee. Each part of the day will be calculated as a whole day.
5. The resident or residents, (if there are two residents in the apartment), and their representative who signs this agreement assumes personal joint and several responsibility and liability for payment of all fees and charges, as may be claimed under this agreement
6. In the event of non-payment of fees, the resident may, upon written notice, be asked to vacate the home unless full payment is received within seven days. Any outstanding fees will be reclaimed through legal proceedings.
7. Fees are generally reviewed annually with effect from 1<sup>st</sup> April. However, changing legislation can have a considerable impact on costs, which must invariably be reflected in fees. In such instances there may need to be an interim review. Fees may also be increased or decreased according to revised levels of care and accommodation required. One month's notice will be given in writing of any intended increase or decrease in fees.
8. If, in the opinion of the Company, the Resident's care needs change, the Company reserves the right to move the resident to another room or service and increase or decrease the fees as necessary, following discussion with relative or representative.
9. If the Resident's financial circumstances change, (for example: if personal funds drop below the threshold for local authority funding), it will be necessary for all or part of their care to be funded by a local authority. Depending on the level of care required and the room occupied, relatives will usually be required to pay a top-up. It is essential that the Company is given at least three months' notice in writing prior to personal capital falling below the maximum regulatory level allowed in order that Social Services criteria for funding can be met. (Currently £23,250) (See the Funding Care Brochure.)
10. Where the care needs of a resident change, (for example, if a resident requires subsequent nursing or palliative care), contributions may become payable by a Clinical Commissioning Group, and a first or third party top up will usually be required to cover non care costs.
11. If the Resident is temporarily absent from the Home, fees are still payable in full for the duration of this absence. The Resident's room will not be occupied by another resident during any period of absence.
12. Either party may terminate this agreement by giving one month's written notice.
13. The service fee ceases on the date of death or expiry of the notice period. The accommodation element of the fee will be refunded proportionately following death or the expiry of the notice period and all furniture and possessions removed.
14. To comply with the Health Act 2006, the Company operates a no smoking policy. Middleton Hall and Middleton Oaks are no smoking buildings
15. The Company reserves the right to charge for damage caused by the Resident or guest of the Resident to the Apartment beyond normal wear and tear.
16. It is not permitted for individual staff to accept gratuities.