

Permanent Residency Agreement



Life is for Living

Morar Care

TERMS AND CONDITIONS OF PERMANENT RESIDENCE

YOU ARE ADVISED TO SEEK INDEPENDENT LEGAL AND FINANCIAL ADVICE ON THE TERMS OF THIS CONTRACT BEFORE AGREEING TO BE COMMITTED.

This contract contains the conditions of your residence in one of our homes and your acceptance of the conditions. It sets out our obligations to you and your obligations to us, together with the policies and procedures which specifically apply to your stay.

You and/or your representative acknowledge that this contract is a private contract for the long term provision of the Services and that your financial circumstances are sufficient to pay the Fee for the Services. If you experience any financial difficulties throughout your stay with us, you should speak to the Home Manager without delay.

It is important that the placement is affordable to you. For that reason (unless you are receiving public funding administered by a Health and Social Care Partnership), we ask for you to provide us with proof of sufficient funds to remain in the home for at least three years prior to entering into this contract. Where you are unable to provide this, we may accept a guarantee of funding from a member of your family or other suitable person. This person (known as a "guarantor") will enter into the contract and will be liable for paying any outstanding fees if you are no longer able to pay.

If you receive public funding (Health and Social Care Partnership or Local Authority) you must ensure that you understand how the terms of this contract apply should your eligibility for public funding change.

Please let us know if you would like this contract in an alternative format.

PART 1: KEY INFORMATION

1. WHO NEEDS TO SIGN THE CONTRACT?

You will need to sign this Contract if you are:

The resident	You are the resident and have capacity to sign the Contract. You will be personally bound by the Contract.
A representative of the resident	You are a representative of the resident and have agreed to pay all or part of the Fees. You will be personally bound by the Contract.
The resident's validly appointed Attorney under an enduring or lasting power of attorney for property or financial affairs OR a validly appointed Intervener or Guardian	You do not have any personal liability under the Contract but agree to pay the Fees on behalf of the resident. You agree to notify us if your appointment ceases to be valid and of any replacement Attorney, Intervener or Guardian.
A Guarantor	You have agreed to guarantee payment of the Fees. Clauses 1-8 will detail your legal obligation as guarantor for the resident.
Third Party	You are a third party contributing to the Fees. If the resident's care is funded (fully or partly) by the local authority or Health and Social Care Partnership and this payment does not cover our full fees, or if extra services or a higher-priced room are required, someone else can pay the difference. This is called a "Third Party Top-Up" . The person paying will need to sign a separate agreement with us (see Annex 3). For local authority placements, the top-up must also be approved by the local authority.

2. INFORMATION ABOUT US

Care Home	[Registered company for the care home]
Care Home Company Number	[Company Number]
Registered Office	Stewart House, Pochard Way, Bellshill, Scotland, ML4 3HB
Website	www.moraruk.co
Contact Telephone Number	0330 174 6738
Contact Email Address	commercial@moraruk.co
VAT Number	N/A

3. INFORMATION ABOUT YOU AND YOUR PLACEMENT

HOME DETAILS			
Home Name	XXXXXXXXXX		
RESIDENT'S DETAILS			
Name	(Mr/Mrs/Miss/Ms/Dr)		
Date of Birth		National Insurance Number	
Date of Admission		Room Number	
Care Type	Nursing/Dementia Nursing/ Dementia Residential/Residential/Respite/Intermediate		
Next of kin	Name Address Phone Email		
TO BE COMPLETED FOR ALL RESIDENTS			
1. Have you a twelve (12) Week Property Disregard or Deferred Payment Agreement in place with the local authority?	Yes/No		
2. Are you in the process of arranging a Deferred Payment Agreement?	Yes/No		
3. If you own a property, please provide the address.			

4. If the property is jointly owned please provide details of all joint owners and their relationship to you.	
5. Please provide details of all individuals living at the property.	
6. Do you intend to sell your property? If 'yes' to the above, please confirm when you expect to market the property and the expected sale value.	Yes/No
7. Please provide details of savings or any other assets over the current local authority threshold that you have.	

4. INFORMATION ABOUT YOUR REPRESENTATIVE/ATTORNEY

Full Name	(Mr/Mrs/Miss/Ms/Dr)		
Address		Post Code	
Telephone Number		Email Address	
LEGAL STATUS (please tick and provide copy of documents)			
Welfare Power of Attorney			
Continuing (Financial) Power of Attorney			
Combined Welfare and Continuing Power of Attorney registered with the Office of the Public Guardian (Scotland)			
Intervention order under the Adults with Incapacity (Scotland) Act 2000 (please specify scope and			

duration)	
Guardianship Order under the Adults with Incapacity (Scotland) Act 2000 registered with the Office of the Public Guardian (Scotland)	
No legal authority to act on behalf of the resident (e.g. next of kin)	

5. INFORMATION ABOUT THIRD PARTY (TOP UP)

Full Name	(Mr/Mrs/Miss/Ms/Dr)		
Address		Post Code	
Telephone Number		Email Address	

6. FEES

Total Weekly Fee <i>(Please ensure the boxes below match to the total weekly fee)</i>	£ (Exc.FPNC)*	Review Date or Change in Circumstance Date	
*FPNC is the Free Nursing Care contribution payable in respect of registered nursing care under Scottish legislation and administered by the relevant Health and Social Care Partnership			
PAYABLE BY (THE AMOUNTS BELOW SHOULD ADD TO THE TOTAL WEEKLY FEE) * If you are unsure about any of the amounts below please refer to the guidance – Section 7			
Resident (Private Pay or Client Contribution)	£	Local Authority	£
Representative (Next of Kin) / (POA)	£	Free Personal Care and/or Free Nursing Care	£
Third Party (Top Up)	£	Health and Social Care Partnership	£
(Accrual Amount – DPA)	£		

Name of Local Authority/ Health and Social Care Partnership		
If you own a property, please confirm the number of weeks that you are able to self-fund (on the Local Authority's current rules) before becoming eligible to apply for public funding		

DECLARATION AND SIGNATURE

I confirm that the details above are correct. I have read the Terms of Residence and confirm my agreement to them.

RESIDENT	
SIGNATURE	
PRINT NAME	
DATE	___/___/___

REPRESENTATIVE/ATTORNEY	
SIGNATURE	
PRINT NAME	
DATE	___/___/___

GUARANTOR	
SIGNATURE	
PRINT NAME	
DATE	___/___/___

MORAR	
SIGNATURE	
FULL NAME/POSITION	
DATE	___/___/___

DATA PROTECTION INFORMATION

[Care Home Name], as a care provider, must collect and use some Personal Data (as defined in **Annex 5**) relating to our residents and their families, including personal health information, which is essential to us being able to provide effective and safe care and support. When we do so, we are regulated under Data Protection Legislation and are responsible as data controller of that Personal Data for the purposes of the Data Protection Legislation.

We are a "data controller" because we decide what Personal Data we need to collect from you, and the purposes for which we will use it. For further information about how we use your data please see **Annex 5** (Your Data) of this Contract.

We must also meet certain regulatory requirements around the delivery of effective and safe care and support, as well as complying with any investigations conducted by local authorities and law enforcement.

This information is contained in individual files (manual and electronic) and other record systems, all of which are subject to strict security and authorised access policies.

In signing this Contract, you understand that Morar will use Personal Data as set out on **Annex 5** (Your Data).

KEY TERMS

Date of Admission	This is the date on which we have agreed for you to move in to the Home.
Registered Provider	[Registered Company for Care Home]
Care Inspectorate	Care Inspectorate Scotland, the national body which regulates the Home. Head office: Compass House, 11 Riverside Drive, Dundee, DD1 4NY.
NCHC	National Care Home Contract for Older People
Registered Manager	[Name]
Current Food Hygiene Rating	XXXXXXXXXXXX / Not Currently Rated
Services included in your weekly fee	- Care as set out in your care plan (excluding nursing care funded by Free Personal Care and/or Nursing Care). - A choice of meals, plus snacks and non-alcoholic drinks. We can also cater for special dietary requirements by arrangement. - Full use of the lounge, dining rooms, bathrooms and any other communal areas and gardens in the Home. - Certain activities and / or events and the use of recreational facilities (you may be asked to make a financial contribution to the cost of some excursions, however, we will notify you of any required charge in advance of any such excursion). - Laundry service excluding dry cleaning and hand washing. - Liaison with your GP, social worker, district nurse, dentist, chiropodist and other professionals. You may be asked to meet any charge that any of these professionals make in the event that these services are not available via a Health and Social Care Partnership. - Central heating (in season), hot water and lighting. - Supply of bed linen and towels. - Maintenance of the grounds of the Home. - Maintenance and repair (as necessary) of the Home, its furnishings and furniture. - Insurance of the home and its contents (see clause 16 for further details). - Intercommunication system and all necessary fire alarms, extinguishers and emergency lighting. - Internet access in line with our fair usage policy.
Extra Items (Not Included)	- All personal items such as clothing, newspapers/magazines, toiletries and hairdressing. - Clothing labels. - Specialist medical equipment not generally available in the Home and not provided by a Health and Social Care Partnership. - Chiropody, physiotherapy, dental care, hearing aids, eye care (where not provided by a Health and Social Care Partnership). - Internet use in excess of our fair usage policy. - Private telephone and TV installation in your room and all associated costs, including TV license (except where you are eligible for a free license). - Dry cleaning. - Private car hire or taxi service or transport to outside services except in cases of medical emergency. - Care and maintenance of pets. - Registration process in the event of death. - Any other items of a personal nature not included in the weekly Fee.

	• Participation in some external recreational trips or social activities. • Continence products may be provided following clinical assessment by the relevant health service. Where continence products are not provided, or where additional products are required beyond those supplied following assessment, the reasonable cost of such additional products may be charged to the resident. • Insurance cover for your personal belongings and valuables.	
Assisted Travel Charges	Urgent Medical Appointment Organised group trips Non-urgent appointment	No charge No charge (unless otherwise advised in advance) From £30 per hour
Reservation Deposit	£500 per week for a maximum of one (1) week. This will apply in the circumstances described in clause 1.5 if you wish to delay your Date of Admission and would like us to hold your place for you.	
First Four (4) Weeks' Fees	£ []	
Minimum Proof of Funding Requirement	Three (3) years	
Trial Period	Four (4) weeks	
Fourteen (14) Day Cancellation Period	You can cancel this Contract within fourteen (14) days of signing if you have not yet moved into the Home. To cancel, simply tell us by phone, email or letter or by sending the Cancellation Notice annexed to this Contract. If you cancel within fourteen (14) days and have paid any fees, we will refund them in full unless you asked us to start providing services during this period. Please see further details in clause 10 (<i>Cancelling the Contract within fourteen (14) days of signing</i>).	
How you can end the Contract after the Cancellation Period	During the Trial Period or under clause 5.3 or 5.4:	One (1) weeks' written notice
	After the Trial Period: See clause 11	Four (4) weeks' written notice
How we may end the Contract after the Cancellation Period (See clause 12)	During the Trial Period	One (1) weeks' written notice
	If you do not pay your Fees for twelve (12) weeks	Four (4) weeks' written notice
	If you breach the Contract or your behaviour is detrimental to the home, staff or residents	Four (4) weeks' notice if we cannot meet your needs (or sooner on agreement if your safety is at risk) following warnings and consultation
	Permanent closure of the home	Four (4) weeks' notice
Insurance	See clause 16 (<i>Insurance and personal belongings</i>).	
Changes to the Contract	We will provide you with four (4) weeks' written notice of any changes to the Contract. This may include non-fee related changes or an annual increase in Fees. See clause 25 (<i>Changes to the Contract</i>).	

PART 2: OUR CHARGES

1 What is covered by our Fees?

- 1.1 Our weekly Fees include the Services and items set out in the Key Terms under “Services included in your weekly Fee”.
- 1.2 The cost of optional services and items are not covered by the weekly Fees as set out in the Key Terms, but we can arrange for them to be provided to you at a cost. These are listed in the Key Terms under “Extra Items”. You will be responsible for payment of these and we will always advise you of their costs beforehand.
- 1.3 The **first four (4) weeks’ Fees** (see Key Terms) must be paid on the Date of Admission.
- 1.4 The Date of Admission is the date on which we have agreed you will move in to the Home and from which the Fees are due and payable. If you do not move in on this date, we will only maintain your place at the Home in accordance with the terms of clause 1.5.
- 1.5 If you do not wish to move in on the Date of Admission for any reason other than described in clause 1.6, you may ask us to hold your room by paying a Reservation Fee. You will need to sign the Reservation Agreement in **Annex 2** and pay the Reservation Fee. Payment of the Reservation Fee ensures your room is held for a period of one (1) week (**Reservation Period**) and is non-refundable. If you do not move in on the first day after the end of the Reservation Period, we may end the Contract with immediate effect and retain the Reservation Fee. If you do not pay the Reservation Fee on the date of the Reservation Agreement, we may end the Contract with immediate effect.
- 1.6 If the Date of Admission is delayed because we are at fault (for example, your room is not ready or where we withdraw our offer), we will hold your room for you without payment of a Reservation Fee.
- 1.7 If you intentionally damage or break anything (which in this context means “beyond normal wear and tear”) we will make a charge for the cost or repair of replacement and a reasonable administration charge.
- 1.8 If you are unhappy with how we have handled arrangements concerning the Reservation Fee, you should follow the procedure set out in our complaints policy (see clause 24 (Resolving issues and our complaints procedure)).

2 If you or your Representative pays our Fees in full

- 2.1 Fees will be collected on a four (4) weekly or monthly basis as pre-agreed in line with our direct debit procedures. Prior to the first payment we will send an advance notice letter to advise of the first collection date. Extra Costs will be invoiced as and when incurred or as a minimum on a four (4) weekly basis.
- 2.2 **If you do not pay our Fees** within seven (7) days of the date of invoice:
 - (a) we will notify you and may consult with you and your representative to find out the reason for the arrears;
 - (b) if you do not pay us the correct amount on the required day and this has not been agreed with us or is not remedied within fourteen (14) days of alerting you to this, we reserve the right to charge interest at the Bank of Scotland’s current base rate per year for each day that the payment is late. Where the Bank of Scotland’s base rate is zero (0)% interest will be charged at 2.5% per year for each day that the payment is late;
 - (c) we may charge for all net reasonable professional and third party administrative costs directly incurred in recovering outstanding Fees. These may include but are not limited to legal costs and those of a debt recovery agency we instruct to chase unpaid Fees; and
 - (d) we may end the Contract. Please see clause 12.1.
- 2.3 **If you think an invoice is incorrect**, you must notify us as soon as possible. We will not charge interest on late Fees until we have resolved the issue. We will provide a statement of your account and receipt for any monies paid on request
- 2.4 The resident, guarantor, attorney and third party acknowledges and agrees that we may, at any time before, during, or after the term of this Agreement, make such credit and other enquiries as it deems appropriate to

assess financial standing. This may include but not limited to obtaining property searches, electoral register searches, credit reports or references from credit reporting bodies, banks, or other credit providers. The Customer consents to the collection, use, and disclosure of such information for these purposes.

- 2.5 During your placement, you agree to provide us on request with details about your personal assets and finances so that we can ascertain your up-to-date financial position. (Where the resident lacks capacity, any requests for financial information will be made only to a validly appointed Attorney, Guardian or Intervener acting within the scope of their authority under the Adults with Incapacity (Scotland) Act 2000.) You may be asked to provide proof of funding to a minimum of 3 years.
- 2.6 You agree to notify us as soon as possible if there is any material change to your financial position which may impact on your ability to meet our Fees. In these circumstances we will meet with you to discuss the changes and how this may affect your place at the Home.
- 2.7 You agree not to enter into a new legal mortgage or security over your property or assets (other than a deferred payment agreement with a local authority) without informing us of your plans to do so as this could impact your financial standing.

3 If your fees are paid in full or part by a funding authority.

- 3.1 If a local authority agrees to pay part of your Fees (for example for a temporary period whilst your property is being sold under a **"deferred payment agreement"**, or for any other reason), the local authority will pay us its assessed contribution directly. If the amount the local authority pays does not cover the full Fees, the remaining balance (the "shortfall") must be paid by you or, where applicable, a third party who has agreed to make a top-up payment. The local authority may increase its contribution, but unless and until it does so, you (or your third party top up payer) remain responsible for paying us the shortfall from the Date of Admission. During the period of a deferred payment agreement, you agree to provide us on request with updates on the progress of the sale of your property and estimated completion date.
- 3.2 Our Fees (including any shortfall set out in clauses 3.3 and 3.4) are payable within twenty one (21) days after the first to occur of the following:
 - (a) the date your property is sold or ownership is transferred to you by any other person;
 - (b) any action, proceedings or step is taken for your bankruptcy; or
 - (c) your death.
- 3.3 If the amount paid by the funding authority is not sufficient to meet our Fees, you will continue to be liable for the full amount, we advise you to discuss this with the funding authority to ascertain whether they will meet the full Fees. If they will not, a relative or other third party may be required to make up the difference from the date your funding is agreed by the funding authority by way of Third Party Top Up. This person will need to sign a contract with the funding authority and ourselves. If this cannot be arranged then clause 4.3 will apply.
- 3.4 If you receive Health and Social Care Partnership funding, the amount the Health and Social Care Partnership pays may be less than the Fees charged by the Home. This is because the Health and Social Care Partnership will fix the level of fees it is willing to pay for your assessed healthcare needs. If the shortfall represents the cost of additional private care facilities (such as extra physiotherapy, beauty treatments or other lifestyle choices) and enhanced or superior accommodation provided by the Home which are not required to meet your assessed health needs and which you ask for ("Value Added Services"), we advise you to contact the Health and Social Care Partnership to ascertain whether they will pay for these. If not we can only provide the Value Added Services if the shortfall is paid by you or a third party. If this cannot be arranged then clause 4.4 will apply.
- 3.5 Should the local authority decide you are no longer eligible for funding, then you will need to pay the full private fee rate (as notified by Care Home Manager) from the date that the local authority notification is received by the Home. If you do not wish to pay the full private fees from the notified date, the contract must be terminated in accordance with clause 11 (*How can you end the Contract?*).
- 3.6 If the relevant Health and Social Care Partnership determines you are no longer eligible for funding (unless you are eligible for local authority funding and we are in receipt of funding from the local authority (where

clauses 3.1 & 3.2 apply) the full private fee rate must be paid, from the date that the Health and Social Care Partnership notification is received by the home. For the avoidance of doubt, if the Council or Health and Social Care Partnership reclaims their fees for any period before the date we receive your notification, we will pass that fee on to you to cover the same time frame, up to the notification of date. From the notification date onward, the full private fee will apply. If you do not wish to be responsible for the full private fees from that date, the contract must be terminated, as outlined in clause 11 (*How can you end the Contract?*).

4 What happens if your funding changes

- 4.1 **If you believe that you may have any difficulty paying the Fees when they are due, then you must tell the Home Manager immediately.** You or your representative are responsible for arranging funding from your local authority or the Health and Social Care Partnership should you consider you may be eligible. Assessments can take several months to complete and where you are applying for funding for the first time, we advise you to apply no later than three (3) months before you expect to receive funding.
- 4.2 **If you receive public funding and your eligibility for that funding changes, you will be responsible for paying the full weekly Fee stated in the Key Information to us. You are responsible for telling us if there is a change in your eligibility for public funding, and we will discuss this with you and your representative.**
- 4.3 If the funding authority determines that you are eligible for funding, the decision may be backdated from the date of notification received by you and the Home. For the avoidance of doubt you will be required to pay the full Fees for your place until the date that the notification is received by the Home. You will only be entitled to receive a refund of any sums paid by the funding authority towards the costs of your care on the basis that our full weekly fees plus FPNC or any additional costs are covered. A statement of account can be provided.
- 4.4 If you are funded by a local authority and the amount paid by the funding authority is not sufficient to meet our Fees, then:
- (a) if we have an alternative room at a lower charge, we may offer the room to you;
 - (b) you may ask a relative or other third party to make up the difference from the date your funding is agreed by the funding authority by way of Third Party Top Up. This person will need to sign a contract with the funding authority and ourselves;
 - (c) you may end the Contract in accordance with clause 11 (*How can you end the Contract?*); or
 - (d) we may end the Contract in accordance with clause 12 (*How can we end the Contract?*).
- 4.5 If you receive Health and Social Care Partnership funding, the amount the Health and Social Care Partnership pay may be less than the Fees charged by the Home. If the shortfall represents the cost of Value Added Services that you choose then
- (a) if we have an alternative room at a lower charge, we may offer the room to you;
 - (b) if the Value Added Services are additional services (rather than a higher cost room) we will not provide the Value Added Services unless you can pay for them;
 - (c) you can or you may ask a relative or other third party to make up the difference from the date your funding is agreed by the Health and Social Care Partnership by way of Third Party Top Up. This person will need to sign a contract with ourselves;
 - (d) you may end the Contract in accordance with clause 11 (*How can you end the Contract?*);
 - (e) we may end the Contract in accordance with clause 12 (*How can we end the Contract?*) if you require us to provide the Value Added Services but cannot pay for them; or
 - (f) If this is the case, we will notify the Health and Social Care Partnership so they can consider whether they can cover the full Fees.

5 Changes to Fees

- 5.1 Subject to clauses 5.2-5.6, your Fees will be reviewed annually on the date set out in Annex 4 depending on the Morar Care Home that you reside in. As part of that review, the Fee may be increased to reflect increases

in the reasonable costs of providing the Services, including (without limitation) staffing costs, wage uplifts, pension and National Insurance contributions, food and utilities, regulatory compliance costs and general inflation. Where such costs have increased, the annual increase will ordinarily be no less than 5.5%. Please note the provisions of clause 6 (Funded Nursing Care) which confirm that any increases in the amount of FNC payable in respect of your care [where applicable] will not change the amount of Fees payable by you or any increase to those Fees payable under this clause.

FOR EXAMPLE, where your Fee is £1,000 per week, [on the next annual uplift date] your new Fee will be a minimum of £[1,055] per week. This equates to an increase of £[2,860] over the year.

We will write to you providing a minimum of one (1) month's prior notice to confirm the changes arising from our annual review and the new rates which will apply from the annual uplift date. This review is separate to any change in your Fee which occurs because of a change in your individual care needs.

If any increase in Fees results in the Home requiring an increase to the amount of a Third Party Top Up the Home will agree this with the local authority or Health and Social Care Partnership and the Third Party as relevant to the increase being implemented.

5.2 We may increase or decrease the Fees at other times where:

- (a) there is a significant change in your care needs, as assessed by health professionals resulting in the Home incurring either additional or reduced costs. We will consult with you and your representative before implementing a change and you will be entitled to see details of the assessments we have received as part of this process. If the change in your care needs results in you receiving 1:1 care from a member of staff, we may need to agree a new contract with you or your funding authority as applicable;
- (b) if, at your request or to ensure your safety, you move to a different room for which different Fees are payable. Details of our current room rates can be found on our website and are available on request. The new Fees will apply from the date of the room move; or
- (c) the amount of FNC is decreased (see clause 6).

5.3 If clause 5.2(a) applies, we will give you four (4) weeks' written notice before the change takes effect. If as part of the consultation you raise an issue over your assessment and the Fees, we will suspend our notice period until the dispute is resolved. If your care needs change very quickly and we have to put in additional care or facilities at short notice to safeguard your health, we will provide at least seven (7) days' written notice. If this happens and you don't want to pay the increased Fees, you may end the Contract by giving us seven (7) days written notice without penalty.

5.4 In addition to clause 5.3, there may be circumstances where not providing additional care immediately would be harmful to you. We will give you immediate notice of any Fee increase the additional care will entail. If you do not want to pay the increased Fees you may end the Contract without penalty.

5.5 In the circumstances set out in clauses 5.2, 5.3 and 5.4, if there is a dispute and you choose to remain in the Home, then provided our decision is supported by independent assessment, we may backdate our Fees to the date on which you began to receive additional care.

5.6 In exceptional circumstances, for example where there is a major change in legislation, sector regulations or government policy which significantly increases our costs of providing the service (for example, new minimum staffing requirements or unforeseen changes to the national minimum or living wage), and to the extent not covered by clause **Error! Reference source not found.** above, we may need to increase our Fees to reflect the increase in our costs. In such circumstances we will:

- (a) explain the reason for the increase and provide a breakdown of costs;
- (b) provide you with at least twenty eight (28) days' written notice before the change takes effect; and

- (c) allow you to end the Contract pursuant to clause 11.1 without penalty if you do not accept the increase.

6 Free Personal Care and/or Free Nursing Care

- 6.1 Free Personal Care and/or Free Nursing Care, as provided for under Scottish legislation and administered by the relevant Health and Social Care Partnership, may be paid to contribute to the overall cost of providing personal care and. Where applicable, registered nursing care services. Such funding is separate to services covered by the Fees you pay us under this Contract (see Key Terms) We will let you know within twenty eight (28) days of the Date of Admission, or as soon as practical thereafter, of any FPNC which is paid in respect of your nursing care and provide you with a refund if the Fees we have charged to date include the FPNC.
- 6.2 The rate of Free Personal Care and/or Free Nursing Care will be the rate set by the Scottish Government and applied by the relevant Health and Social Care Partnership from time to time and is subject to assessment. In most cases, the amount of FPNC paid is insufficient to cover the actual costs of nursing care provided by the Home. We will notify you of any changes in the FPNC rate from time to time. Any increases in the amount of FPNC payable in respect of your care will not affect the amount of the Fees payable by you and you will not receive a refund of any Fees paid to date. If the FPNC is decreased or stopped (other than where you have been temporarily admitted to hospital or in the period after death), we may need to increase our Fees to cover our costs and will do so in accordance with clause 5.2 above.

7 Guarantor

- 7.1 If we have asked a Guarantor to guarantee payment of the Fees, they will be asked to sign this Contract. The role of a Guarantor is to pay the Fees and the costs of any Extra Items if you do not do so in accordance with this Contract. If you do not make a payment in accordance with clause 2.1, we will notify you and the Guarantor that a payment has been missed and consult with you and the Guarantor about resolving the issue. If the payment is not made in full within eleven (11) weeks of its due date, the full amount (including any reasonable professional and administrative costs we directly incur in obtaining payment) will become due and payable by the Guarantor. If the Fees are not paid by the Guarantor within a further seven (7) days:
- (a) we may end the Contract immediately in accordance with clause 12 (*How can we end the Contract?*); and
- (b) we may take legal action against you and the Guarantor.
- 7.2 If the Guarantor no longer wishes to act as guarantor then twenty eight (28) days' written notice is required from the Guarantor. The Home may end the Contract by providing twenty eight (28) days' notice if an alternative guarantor is not found before the Guarantor's notice period ends.

8 Absences and Hospital Visits

- 8.1 If you are absent from the Home for a period of time, including admission to hospital, your room will be reserved for you provided that the Fees are paid in full for the first four (4) weeks. If you continue to be absent from the Home for a period in excess of eight (8) weeks we will contact you and your representative to see whether you are likely to return to the Home and seek agreement regarding further retention of your room. If agreement cannot be reached within a further period of seven (7) days of the date we contact you, the Home may give notice to you to end the Contract in accordance with clause 12 (*How can we end the Contract?*).
- 8.2 Should you require a member of staff to accompany you to hospital (whether routine or emergency) or to an appointment, we reserve the right to charge an Assisted Travel Fee. Please see the Key Terms for details.
- 8.3 During the hours of 6pm and 8am, we are unable to accompany residents to hospital in the event of an emergency. However, we will ensure that full medical history and medication details accompany you along with details of the incident so that your care needs can be fully met by the hospital. We will notify your next of kin or representative immediately so they can meet you at the hospital.

PART 3: ENDING THE CONTRACT

9 Trial Period

- 9.1 The first four (4) weeks of your placement will be a trial period. If you wish to leave during the trial period, you should give us one (1) weeks' notice. If we do not think the placement is right for you, we may give you one (1) weeks' notice. At the end of the trial period, if no notice has been given by either you or the Home, your placement will become permanent and can only be ended in accordance with the notice periods set out in clauses 11 (*How can you end the Contract?*) and 12 (*How can we end the Contract?*). If the placement does not become permanent, we will refund any Fees paid in advance for a place at the Home within twenty eight (28) days after the end of the trial period, less any sums owing to us under the Contract.

10 Cancelling the Contract within fourteen (14) days of signing

- 10.1 You can cancel this Contract within fourteen (14) days of signing if you have not yet moved into the Home. If you have already moved into the Home, standard notice periods apply (see clause 11 below).
- 10.2 To cancel in these circumstances you tell us by phone, email, letter, or by sending us the Notice of Right to Cancel Form annexed to the Contract. If you cancel within fourteen (14) days and have paid any Fees, we will refund you in full, including any Reservation Fees (unless you asked us to start providing any Services during this period).
- 10.3 We will not admit you to the Home until the fourteen (14) day Cancellation Period has passed unless you expressly ask us to by indicating your consent on the Notice of Right to Cancel Form. If you do, and subsequently cancel the Contract during the Cancellation Period, we will charge you for all Fees incurred to date.

11 How can you end the Contract?

- 11.1 Subject to clause 5.3, 5.4 and clause 11.2, if you no longer wish to stay at the Home, you may end the Contract by providing us with four (4) weeks' written notice. Your Fees will remain payable until the end of the notice period even if you leave before then. If we are able to re-allocate your room to a new resident during the notice period, we will provide a pro-rata refund within ten (10) days of you leaving.
- 11.2 If you are funded under the NCHC, you may end the Contract by providing two (2) weeks' written notice. The remaining provisions of clause 11.1 will apply.

12 How can we end the Contract?

- 12.1 We may end the Contract in the following circumstances:

If we can no longer meet your needs	Our aim is to provide you with a home for life. However, there are times when the category of care we are registered to provide may not meet your needs. If this happens, we will consult with all relevant parties to make alternative arrangements for your care. We will give you four (4) weeks' written notice.
If you do not pay your Fees	We will give you four (4) weeks' written notice , if your Fees or any part of them remain unpaid for a period of twelve (12) weeks' from the due date for payment, provided that we have notified you of the missed payment(s) to enable you to clear the arrears.

Your behaviour/incompatibility	If, having taken into account the type of care we have agreed to provide, your behaviour (or that of your visitors) is such that we consider your continued placement at the Home to be detrimental to you, our staff or other residents or you persistently breach the Contract. Before asking you to leave we will make all reasonable efforts to address and manage detrimental behaviour, including giving warnings and consulting with you and your representatives. Where we ask you to leave we will give you four (4) weeks' notice. If your behaviour is so extreme that immediate action is required to safeguard residents and staff we will consult with the local authority adult protection team who may determine a suitable course of action. If you do not agree with our decision you may use the procedure detailed in clause 24 (<i>Resolving issues and our complaints procedure</i>).
Permanent Closure of the Home	Four (4) weeks' notice.
Emergency Closure of the Home	In the unlikely event that the Home has to be closed in an emergency, we will ask you to leave immediately. We would try and offer you alternative accommodation at one of our other homes or provide reasonable assistance to help you find an alternative. If you accept the offer to stay in an alternative home the charges applicable to that home would apply. If you did not accept the offer or a place could not be found, we will refund any Fees you have paid in advance. If the closure is only temporary, we will suspend the Contract and Fees for that period and you will be offered the opportunity to move back to the Home.
If you are in hospital	Four (4) weeks' notice. Please see clause 8.1 for further details.

13 What happens when the Contract ends?

- 13.1 We ask you to remove your belongings from the Home on the day of departure. If you do not do so Fees will be charged until your room is cleared of personal belongings for a period of no more than ten (10) days from the date the Contract ends. If this is not possible, your representative can request in writing to extend the period. Full Fees will remain payable during the extension. Should the room be made available to another resident before the end of the period which has been pre-paid, we will provide you or your estate with a pro rata refund.
- 13.2 If neither the belongings are removed within the timescale stated above nor alternative arrangements are made, the Home may clear the room and store the possessions for a further period of fourteen (14) days. Any cost incurred will be charged to you or your estate (if applicable). The Home will write to you or representative to request removal of the belongings. If they are not collected within the fourteen (14) day period, the Home may dispose of them for a reasonable cost. The age and condition of the possessions will be taken into account when determining what is "reasonable". The Home will account to you for any proceeds of sale less any costs incurred in storing and disposing of the possessions.
- 13.3 We will provide you with a statement of account. Subject to clauses 1.7 (damage) and we will refund any Fees or costs paid in advance for services not provided.
- 13.4 If the Contract ends due to your breach (for example, non-payment or your breach/behaviour), we may deduct from any amounts owing to you under clause 13.3, an amount necessary to compensate us for any loss directly caused by your conduct. Fees will remain payable for four (4) weeks' from the date we give notice to you to end the Contract.

14 What is the procedure in the event of death?

- 14.1 In the event of death we will notify your next of kin or representative and support your relatives and friends with any arrangements they wish to make. We will charge Fees for a minimum period of seven (7) days from the date of death. Should your representative require extra time to remove your belongings from the Home at that point, Fees will be charged for the lesser of seven (7) further days or until your belongings have been

removed. If this is not possible, your representative can request in writing to extend the period. Full Fees will remain payable during the extension. Should the room be made available to another resident before the end of the period which has been pre-paid, we will provide your estate with a pro rata refund.

- 14.2 If neither the belongings are removed within the timescale stated above nor alternative arrangements are made, the Home may clear the room and store the possessions for a further period of fourteen (14) days. Any cost incurred will be charged to you or your estate (if applicable). The Home will write to your next of kin or representative to request removal of the belongings. If they are not collected within the fourteen (14) day period, the Home may dispose of them for a reasonable cost. The age and condition of the possessions will be taken into account when determining what is "reasonable". The Home will account to your estate for any proceeds of sale less any costs incurred in storing and disposing of the possessions.

PART 4: GENERAL TERMS

15 Your Room

- 15.1 Your placement does not give you a tenancy. We do not expect you to move rooms but reserve the right to do so if we consider it is in your best interests to do so or if you ask to move. We will provide you with four (4) weeks' notice but reserve the right to ask you to move immediately if your safety is at risk. If the alternative room is more or less expensive than your current room, a different rate may apply and your Fees will be amended in accordance with clause 5.2. If the new room is less expensive we will provide you with a refund of the part of the Fees paid in advance. If you do not wish to move rooms you may end the contract by providing us with four (4) weeks' notice and we will not charge any increased Fees during the notice period. Whilst we will respect your privacy we retain the right to full and unrestricted access to your room to provide the care you need.

16 Insurance and personal belongings

- 16.1 You are welcome to bring personal possessions and furniture into the Home provided that any electrical items are PAT tested and the furniture meets health and safety regulations. For electric recliner chairs, privately owned wheelchairs (all types) and mobility scooters, proof of servicing within the last twelve (12) months will be required prior to their use at the Home. You are responsible for the cost of annual servicing and maintenance of the same. We reserve the right to ask you to remove any items which are defective or dangerous.
- 16.2 We will take all reasonable security measures to ensure that the Home is secure at all times.
- 16.3 We are insured to provide the facilities and Services on offer within the Home.
- 16.4 Our insurance for your personal effects/room contents covers up to £1,000 per person. An excess of £100 will apply to each claim, which is payable by you. This does not cover damage by theft or personal effects partly or wholly of precious metal, jewellery, watches, furs, contacts lenses, hearing aids, false teeth, glasses, portable electronic entertainment equipment, cameras, money or securities of any description. **We strongly advise you to arrange your own insurance cover for your personal belongings and valuables.**

17 Medication

- 17.1 All medication, including homely remedies, must be handed in on admission for securing in a lockable cabinet in your room or the home's drugs cupboard. You will be supported to self-medicate wherever possible and appropriate, in line with an appropriate risk assessment. If you do not self-administer your medicines safely or correctly we will review the risk assessment with you and may revert to administering medication for you.

18 Care Plans and Your Information

- 18.1 On admission to the Home, we will work with you to establish your personalised care plan which will be reviewed at intervals during your stay. Please ensure that all information you provide to us is provided on request, kept up-to-date and accurate and that you keep us informed of any changes.
- 18.2 **Annex 5** (Your data) contains more information and your agreement to consent to our processing of your Personal Data.

19 Laundry

- 19.1 Although we take great care with your clothes, please note that we do not accept any responsibility for loss or damage to your clothing unless we fail to take reasonable precautions to look after them. We ask that all items are name-labelled. We do not provide a dry-cleaning or hand-washing service as part of the Fees.

20 Personal Finances

- 20.1 We do not hold cash or money on your behalf you will be given all necessary support to access your money from you bank or appointed representative.
- 20.2 Our staff are not permitted to accept gifts or bequests, provide advice or sign documents concerning your

personal finances, legal issues or otherwise. If requested, we can help you identify professional advisors to help you with your personal affairs but we do not recommend or endorse any particular professional and carry no liability for their advice or actions.

21 Accidents

- 21.1 We will notify your next of kin or representative(s) of any accidents, injuries or illness sustained by you as soon as reasonably practicable to do so, with all incidents recorded in our log book which is available for inspection on request.

22 Visitors

- 22.1 It is our policy to encourage open visiting to the Home, provided that it is acceptable to the residents and does not adversely affect the quality of life of residents in any way. Please note that we reserve the right to refuse or limit entry to visitors if their behaviour is persistently or materially abusive or threatening or where they pose a real and significant danger to residents, staff or other visitors.
- 22.2 Any ban will be made after a thorough risk assessment and consultation with the individuals concerned and is subject to the appeal process set out in our complaint policy (see clause 24 (*Resolving issues and our complaints procedure*)). We will keep any ban under regular review.

23 General Rules

- 23.1 For the benefit of the smooth running of the Home and for the comfort and happiness of all residents, we ask you to observe a set of simple rules, which we will provide to you on admission and which are displayed in the Home. These include smoking and pet policies and fire safety measures.

24 Resolving issues and our complaints procedure

- 24.1 We will ensure that we provide our service to you with reasonable care and skill and maintain a standard of care as required by law. We will not exclude or limit our liability to you where we fail to meet these standards (including where our negligence results in death or personal injury or loss or damage to your belongings).
- 24.2 We shall not have any liability to you if there is any interruption to the services arising from events beyond our reasonable control, for example fire, extreme weather conditions, terrorist activity or outbreak of an infectious disease. In such circumstances we will offer you all reasonable assistance and take all reasonable steps to ensure continuity of care for you.
- 24.3 We are always pleased to hear from you if you have comments or feedback about the Home. If you do feel that something is not as you would like it to be or you think we have made a decision which is unfair, please refer to our complaints procedure which is on display at the Home or for further information please speak to the Home Manager or contact the Standards & Compliance Team at:

Morar Living
Standards and Compliance Team
Stewart House Pochard Way
Bellshill
ML4 3HB
e-mail: standards.compliance@moraruk.co
Telephone: 0330 174 6738

- 24.4 You and/or your representative are also free to choose to direct any complaint to the Care Inspectorate www.careinspectorate.com and/or the Scottish Public Services Ombudsman www.spsso.org.uk at any stage. Please ask the Home Manager for further details in relation to contacting these organisations.

- 24.5 Should you have any issues or queries about how we handle personal information about you or your relative, you should contact the Morar Care Group UK Data Protection Officer. They can be contacted at the above address and phone number and email address.

Morar Living
Data Officer
Stewart House Pochard Way
Bellshill
ML4 3HB
e-mail: data.protection@moraruk.co
Telephone: 0330 174 6738

- 24.6 Where you remain unhappy about the handling of personal information about you or your relative, you complain to the Information Commissioners Officer at:

Information Commissioners Officer
Wycliffe House
Water Lane,
Wilmslow
Cheshire, SK9 5AF
E-mail: casework@ico.org.uk
Telephone: 0303 123 1113

25 Changes to the Contract

- 25.1 If we need to make any changes to this Contract, for example due to changes in how we operate the Home or changes to new legislation or government policy, we will provide you with at least four (4) weeks' written notice. Where the change is substantial and exceptional but we cannot continue our service without making it, we will provide at least four (4) weeks' notice and consult with you about it. The change will take effect on the date notified unless, before it is due to take effect, you give us four (4) weeks' written notice to end the Contract without penalty. Clause 13.3 sets out how we will deal with refunds.
- 25.2 If you would like to make any changes to this Contract, please let us know. We will let you know if this is possible and agree any amendments to the Contract as a result.

26 Legal Status of the Contract

- 26.1 You agree that this Contract will take precedence over any other agreements made between us. This means that if you have signed a previous contract with us, this one will replace it.
- 26.2 This Contract is governed by the laws of Scotland. Any disputes, which may arise out of or in connection with this Contract will be handled by the courts of Scotland.
- 26.3 The Contract (Third Party Rights) Act 2017 shall not apply to this Contract. This means that a person or organisation who is not a party to the Contract cannot enforce its terms.
- 26.4 Where the resident's placement is arranged or funded in whole or in part, the provision of the Services shall also be subject to the terms of the relevant contract between the Provider and that funding body. In the event of any inconsistency between the terms of this Contract and the terms of any relevant funding body's contract, the terms of the funding body's contract shall prevail to the extent of that inconsistency only and the remaining terms of this Contract shall continue to apply in full.
- 26.5 We may transfer this Contract to another organisation. We will consult with you in advance if we plan to do this. If you are unhappy with this, you may end the Contract in accordance with clause 11 (*How can you end the Contract?*).
- 26.6 If a court finds part of this Contract unenforceable, the rest will continue in force. Each of the paragraphs in this Contract operates separately.
- 26.7 Even if we delay in enforcing this Contract, we can still enforce it later. For example, if you miss a payment and we do not chase you but continue to provide the services, we can still require you to make a payment at a later date.

ANNEX1

NOTICE OF THE RIGHT TO CANCEL

You have a right to cancel this Contract without giving any reason.

- 1** This right can be exercised by telling us by delivering the Cancellation Form below to our office at any time within the period of fourteen (14) days starting from the date you sign this Contract.
- 2** You can still cancel this Contract at any other time by giving the required notice as set out in clause 11 (*How can you end the Contract?*). To meet the deadline, it is sufficient for you to send your communication asking to cancel the Contract before the 14 day period has ended.
- 3** If you asked us to provide the service during the fourteen (14) day period, you agree to pay us for any Services you receive up to the date you sent us notice asking us to cancel the Contract.
- 4** If you have already made payment to us (including the Reservation Deposit) we will reimburse you, less any amounts payable for the service provided.
- 5** We will make this reimbursement within fourteen (14) days from the date you tell us you want to cancel. You will not incur any fees as a result of the reimbursement.

CANCELLATION NOTICE

If you wish to cancel this Contract you may use this form but you do not have to. Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THIS CONTRACT.

To:

.....
(Home Manager & Care Home)

I give notice that I wish to cancel my contract dated with the above home in
respect
of

.....
..... (Resident Name)

Signed

.....

Name and Address:

.....

.....

.....

Date:

.....

Please sign below if you agree to us providing the service within the fourteen (14) day period you have to cancel this Contract.

Delete as appropriate:

I do/do not agree to the Home providing any services to me within the period of fourteen (14) days starting with the date this Contract was signed.

YOU	
SIGNATURE	
PRINT NAME	
DATE	___/___/___

ANNEX 2

RESERVATION AGREEMENT

This Agreement is made on []

Between

(1) [Registered Company for Care Home] whose registered office is at Stewart House, Pochard Way, Bellshill, Glasgow, United Kingdom, ML4 3HB (“**Provider/us/we**”); and

(2) [Full name and address of resident/relative] (“**resident/ you**”)

Terms

- 1** The Provider has agreed to offer a place at [name of home] (“**Home**”) to you
- 2** On [] the parties signed a contract confirming the resident would move into the Home on the Date of Admission (“**Contract**”). The terms and definitions set out in the Contract have the same meaning when used in this Agreement.
- 3** The resident is unable to move into the Home on the Date of Admission. The Provider has agreed to hold the room for a period of one week from [date] in accordance with the terms of the Contract provided that the Reservation Fee of [amount] is paid on the date of this Agreement. If you do not move in by the end of this period, the reservation will lapse unless we agree otherwise in writing.
- 4** You agree to pay the Reservation Fee on the date of this Reservation Agreement.
- 5** **Refund Policy**
 - 5.1** If you move into the Home on the agreed date, the Reservation Fee will be credited against your first invoice.
 - 5.2** If you cancel your reservation:
 - (a) Before [X] days of the agreed admission date, we will refund the Reservation Fee in full.
 - (b) After [X] days of the agreed admission date, we will retain an amount that reflects our reasonable losses from holding the room for you. This will never exceed the original Reservation Fee.
 - 5.3** If the cancellation is due to circumstances beyond your control (e.g., hospitalisation or sudden illness), we will refund the Reservation Fee in full.
- 6** This Agreement shall be governed exclusively by the laws of Scotland. Each of the parties to this Agreement irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to hear and decide any action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement or its formation or validity and, for these purposes, each party irrevocably submits to the exclusive jurisdiction of the courts of Scotland.
- 7** The Contract (Third Party Rights) (Scotland) Act 2017 shall not apply to this Agreement. This means that a person or organisation who is not a party to the Agreement cannot enforce its terms.

YOU	
SIGNATURE	
PRINT NAME	
DATE	___/___/___

[Registered Company for Care Home]	
SIGNATURE	
FULL NAME/POSITION	
DATE	___/___/___

ANNEX 3

THIRD PARTY TOP UP AGREEMENT

This Agreement is made on []

Between

(1) [Registered Company for Care Home] whose registered office is at Stewart House, Pochard Way, Bellshill, Glasgow, United Kingdom, ML4 3HB (**“Provider/us/we”**); and

(2) [Full name and address of Third Party Top-Up Payment payer] (**“Third Party/you”**)

Background

- 1** The Provider has agreed to offer a place at [name of home] (**“Home”**) to [name of resident] (**“Resident”**). The place is part funded by [name of local authority/ Health and Social Care Partnership] (**“Funding Authority”**) but the costs of the Home (**“Fees”**) are higher than the funding provided by the Local Authority (**“Funding”**).
- 2** The Third Party has agreed to pay the shortfall between the Fees and the Funding (**“Third Party Fees”**).
- 3** Where funding is provided through a Health and Social Care Partnership, the Home confirms that the Third Party Fees do not cover assessed healthcare needs of the resident but are charged for additional costs relating to lifestyle choices and such arrangements have been agreed with the NHS Funding Authority.
- 4** The Provider has entered into an agreement with the Funding Authority for the Funding (**“Funding Agreement”**).

Terms

1. Fees and Payment

- 1.1 The amount of the Third Party Fees is £[].
- 1.2 The Third Party Fees will be collected on a four (4) weekly or monthly basis as pre-agreed in line with our direct debit procedures.
- 1.3 If you fail to pay the Third Party Fees on the due date, we will inform the Funding Authority immediately. The resident's place at the Home may be at risk if the Third Party Fees are not paid in full on their due date.
- 1.4 If:
 - 1.4.1 the Third Party Fees are not paid in full within the terms of the Funding Agreement or this Agreement ; and/or
 - 1.4.2 you inform us that you can no longer pay the Third Party Fees we reserve the right to end this Agreement in accordance with the terms of the Funding Agreement.
- 1.5 Subject to clauses 1.6 **Error! Reference source not found.**, the Fees will be reviewed annually on the date set out in Annex 4 depending on the Morar Care Home that the resident resides in. As part of that review, the Fees may be increased to reflect increases in the reasonable costs of providing the Services, including (without limitation) staffing costs, wage uplifts, pension and National Insurance contributions, food and utilities, regulatory compliance costs and general inflation. Where such costs have increased, the annual increase will ordinarily be no less than 5.5%. Any increases in the amount of FNC payable in respect of the resident's care where applicable will not change the amount of Fees payable or any increase to those Fees or the Third Party Fees.

For example, where the resident's fee is £1,000 per week, [on the next annual uplift date] the new fee will be a minimum of £[1,055] per week. This equates to an increase of £[2,860] over the year.

We will write to the resident providing a minimum of one (1) month's prior notice to confirm the changes arising from our annual review and the new rates which will apply from the annual uplift date. This review is separate to any change in the Fee which occurs because of a change in the resident's individual care needs.

1.6 We may increase or decrease the Fees at other times where:

1.6.1 there is a change in the resident's care needs, as assessed by health professionals. We will consult with the resident and their representative before implementing a change;

1.6.2 if, at the resident's request or for their safety, they move to a different room for which different fees are payable. Details of our current room rates can be found on our website and are available on request.

1.7 If the Fees are increased or decreased, we will provide you and the Funding Authority with 28 days written notice before the change takes effect. The Funding Authority may or may not increase or decrease its Funding at the time the Fees are changed. The Third Party Fees will be increased or decreased to reflect the difference between the revised Fees and the Funding.

1.8 The obligation to pay the Third Party Fees will cease in accordance with the terms of the Funding Agreement. A copy of this will be provided with this Agreement.

2 Ending this Agreement

2.1 If you wish to end the Agreement, you must give us 28 days notice in writing.

3 Legal Status of this Agreement

3.1 You agree that this Agreement will take precedence over any other agreements made between us. If any of the terms of this Agreement conflict with the terms of the Funding Agreement, the terms of the latter shall take precedence.

3.2 This Agreement shall be governed exclusively by the laws of Scotland. Each of the parties to this Agreement irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement or its formation or validity and, for these purposes, each party irrevocably submits to the exclusive jurisdiction of the courts of Scotland.

3.3 The Contract (Third Party Rights) (Scotland) Act 2017 shall not apply to this Agreement. This means that a person or organisation who is not a party to the Agreement cannot enforce its term.

3.4 Please make sure you have read the whole of this Agreement before signing. You should take independent legal advice if you are unsure about anything.

3.5 We may transfer this Agreement to someone else. We will contact you if we plan to do this. If you are unhappy with this, you may end the Agreement by providing four (4) weeks' notice.

3.6 If a court finds part of this Agreement illegal, the rest will continue in force. Each of the paragraphs in this Agreement operates separately.

3.7 Even if we delay in enforcing this Agreement, we can still enforce it later. For example, if you miss a payment and we do not chase you but continue to provide the services, we can still require you to make a payment at a later date.

THIRD PARTY	
SIGNATURE	
PRINT NAME	
DATE	____/____/____
MORAR	
SIGNATURE	
FULL NAME/POSITION	
DATE	____/____/____

ANNEX 4

ANNUAL PRIVATE PAY FEE INCREASE DATE

MCG-001 Morar, Highland	01 January
MCG-002 Morar, Bridge of Weir	01 January
MCG-003 Harbour House, Musselburgh	01 January
MCG-004 Kincairney House, Perth	01 January
MCG-005 Oakeshott House, Stirling	01 January
MCG-006 Hermitage House, Helensburgh	01 January
MCG-007 Tantallon House, North Berwick	01 January
MCG-008 Townsend Manor, Soham	01 January
MCG-009 Trinity Manor, Stratford Upon Avon	01 January
MCG-010 Hatfield Manor, Hatfield	01 January
MCG-011 Langham Manor, Stowmarket	01 January
MCG-012 Marina View, Preston	01 January
MCG-013 Escan Manor, Exeter	01 January
MCG-014 Pitreavie Castle, Dunfermline	01 January
MCG-015 Morar, St Andrews	01 January
MCG-016 Wimborne Manor, Wimborne Minster	01 January
MCG-017 Abbeygate Manor, Bury St Edmunds	01 January
MCG-018 Squadron Manor, Gravesend	01 January
MCG-019 Kingfisher Manor, Pagham	01 January
MCG-020 Fernacre Court, Uxbridge	01 January

ANNEX 5

YOUR DATA

Using your Personal Data

We will not pass on your Personal Data in breach of Data Protection Legislation. For your wellbeing, we may share information with other relevant parties such as health professionals (Please see section below: "How will Morar use your Personal Data?").

In providing your room and the services, we will process Personal Data (which may be held on paper, electronically, or otherwise) about you.

We recognise the need to treat your Personal Data in an appropriate and lawful manner, in accordance with Data Protection Legislation. The purpose of this Annex 2 (Your Data) is to make you aware of the types of data that we handle and how such information is used by us.

"Personal Data" is information that relates to a living individual and from which that individual can be identified. Personal data which is "sensitive" is regarded as a "special category of Personal Data" and includes your health records. **"Processing"** means doing anything with the Personal Data, such as obtaining, holding, accessing, disclosing, destroying or using the data in any way.

The applicable "Data Protection Legislation" is the UK General Data Protection Regulation (or UK GDPR) and the Data Protection Act 2018.

What information does Morar collect about you?

The types of Personal Data that we process include:

- your personal records, including details such as name and date of birth;
- your family details, for example next of kin and/or representative details; and
- details of your care plans.

We may also process more sensitive information about you, known as 'Special Category Personal Data' and which may include:

- racial and ethnic origin;
- religious beliefs or other beliefs of a similar nature; and
- physical or mental health or conditions.

You will need to provide Personal Data to us so that we can perform our obligations to you under this Contract, and also so that we can meet our statutory obligations. As set out below, we may also have to use special category data about you in order to provide you with appropriate care. If you do not provide Personal Data that we need for those purposes, we may not be able to continue to accommodate you. We will inform you at the point of collecting Personal Data from you, whether you are required to provide the information to us.

What lawful basis does Morar use for processing?

We usually rely on the following legal bases under UK GDPR for handling your Personal Data:

- Article 6(1)(a) – you have provided consent for us to process your data;
- Article 6(1)(b) – we need to process your data in order to deliver on our contract with you;
- Article 6(1)(c) – we are legally required to process your data; and
- Article 6(1)(f) – we have a legitimate interest in processing your data.

We usually rely on the following legal bases under UK GDPR for handling your Special Category Personal Data:

- Article 9(2)(a) - you have provided explicit consent for us to process your data; and
- Article 9(2)(h) - processing is necessary for the provision of health or social care or treatment or the management of health or social care systems and services.

Processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent.

How will Morar use your Personal Data?

We will use your Personal Data for the purpose of performing our obligations under this Contract. We will not process your Personal Data other than to perform our obligations under this Contract unless we are specifically authorised by you to do so or we are legally entitled to do so.

We will only process Special Category Personal Data where we are legally entitled to do so.

Morar's staff members (including those who are not health professionals) may need to process your Special Category Personal Data (e.g. health records) in order to provide you with appropriate care.

The circumstances in which it may be necessary to process your Personal Data include:

- to comply with our obligations under legislation;
- to comply with a court order;
- to protect your, or another individual's, vital interests; or
- for medical purposes, where processed by a health professional or someone subject to an equivalent duty of confidentiality.

Who we share your Personal Data with

We may share sensitive Personal Data (e.g. details about your health) with healthcare professionals (e.g. GPs, Community Mental Health Teams and Health and Social Care Partnership) and social care professionals (e.g. Local Authorities, for example social services, anti-social behaviour teams, Council Tax and Housing Benefit departments), if doing so is necessary for your care.

We may share your Personal Data with repairs and maintenance contractors, to arrange appointments.

We will share Personal Data with law enforcement or other authorities if required by applicable law.

We will not share your Personal Data with any other third party unless there is a legal basis for doing so.

Data security

We have appropriate security measures in place to prevent Personal Data from being accidentally lost, or used or accessed in an unauthorised way. We limit access to your Personal Data to those who have a genuine need to know it. Those processing your Personal Data will do so only in an authorised manner and are subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

How long will Morar keep your Personal Data?

We will not keep your Personal Data for longer than is necessary for the purpose for which it is required or for such period as we are required to retain such information in accordance with law. This means that data will be destroyed or erased from Morar's systems when it is no longer required in accordance with our data retention policy.

Your Rights

Under the Data Protection Legislation you have a number of important rights, including the right to:

- request access to any Personal Data we hold about you;
- prevent the processing of your data for direct-marketing purposes;
- ask to have inaccurate data held about you amended;
- ask for the processing of your data to be restricted;
- object to the processing of your data;
- not be subject to a decision that significantly affects you being taken solely by a computer or other automated process;
- obtain and reuse your Personal Data for your own purposes across different services, in certain situations;
- withdraw any consent to the use of your Personal Data;
- require us to delete Personal Data concerning you in certain situations; and
- raise any concerns about the way in which we handle your Personal Data with the Information Commissioner's Office.

If you would like to exercise any of your rights under the Data Protection Legislation, please contact us using the following details:

Morar Living
Data Officer
Stewart House Pochard Way
Bellshill
ML4 3HB
e-mail: data.protection@moraruk.co
Telephone: 0330 174 6738

Consent to photography / videoing

We may take photographs or videos of you from time to time. We may use these images on our website or in printed materials about the Home for promotional purposes. To comply with Data Protection Legislation we will need to obtain your consent in advance of publishing or otherwise using such images.

ANNEX 6

FINANCIAL ASSESSMENT

CARE HOME FINANCIAL ASSESSMENT FORM

Please ensure both documents are signed by the Care Home representative and the resident/resident attorney or Guardian.

Home Name:	
Resident Name:	
Date of Birth:	
Current residential address:	
Home status (please circle appropriate)	HOME OWNER / RENTED
If property is owned and address is different from current residential address please state address of owned property:	
If rented: please state details of landlord/letting agent:	

Resident/Attorney/Guardian Declaration

I hereby confirm that this is an accurate financial statement:

Signed.....

Resident/Attorney/Guardian

Date.....

Care Home Representative Confirmation

I confirm that I have seen the original documentation & enclosed a copy:

Signed.....

Authorised signatory

Date.....

PLEASE PROVIDE 6 MONTHS OF BANK STATEMENTS FOR EACH ACCOUNT HELD

BANK INFORMATION/FURTHER FINANCIAL INFORMATION REQUIRED

SAVINGS ACCOUNT/CURRENT ACCOUNT INFORMATION				
Bank	Address	Sort Code	Account No.	Balance

OTHER INCOME				
Pension				
Pension				
Shares				
ISA				
Other				

ASSETS		LIABILITIES	
Value of Property		Mortgage/Secured Loans outstanding	
Other		Other	

Resident/Attorney/Guardian Declaration

I hereby confirm that this is an accurate financial statement:

Signed.....

Resident/Attorney/Guardian

Date.....

Care Home Representative Confirmation

I confirm that I have seen the original documentation & enclosed a copy:

Signed.....

Authorised signatory

Date.....

ANNEX 7

National Care Home Contract (NCHC) Residency Terms

1. Status and application of this Annex

- 1.1 This Annex 7 applies **only** where your placement is arranged or funded, in whole or in part, under the National Care Home Contract for Older People (**NCHC**). The NCHC is the standard contract used by the NHS and local authority to fund care home placements in Scotland. For the avoidance of doubt, this Annex applies only where the Resident's placement is funded under the NCHC. Where a Resident is privately funded and subsequently becomes eligible for public funding, this Annex will apply from the point at which the NCHC-funded placement is agreed with the relevant Health and Social Care Partnership and accepted by the Provider. Until such arrangements are agreed and accepted, the Resident's placement will continue on a privately funded basis.
- 1.2 If there is any conflict between the terms of the following:
- (a) the National Care Home Contract including Appendix 7A (which sets out the key terms that apply when your care is funded by the local authority or NHS);
 - (b) the Individual Placement Agreement;
 - (c) this Annex 7; and
 - (d) the main Permanent Residency Agreement (**Agreement**),
- the order in which they apply will be: (a), followed by (b), then (c), and then (d).
- 1.3 Without limiting clause 1.2, any provisions of the Agreement relating to fees, charges, top-ups, termination or post-death charges will not apply where they conflict with the NCHC or the Individual Placement Agreement.
- 1.4 This Annex is intended to ensure that the residency terms applicable to NCHC-funded Residents do not remove any of your rights or impose any additional obligations beyond those set out in Appendix 7A of the NCHC. Nothing in the Agreement or this Annex shall affect your rights under the NCHC, including rights relating to dignity, choice, participation in decision-making and care planning.

2. Defined terms

- 2.1 For the purposes of this Annex, the following definitions apply (and shall prevail over any inconsistent definitions in the Agreement):
- **Care Manager** means the person appointed by the relevant Health and Social Care Partnership to assess, oversee and review the Resident's care.
 - **Individual Placement Agreement** means the placement confirmation letter and/or associated documents issued by the Health and Social Care Partnership confirming the terms of the Resident's placement, including fees.
 - **Assessed Needs** means the Resident's needs as assessed and agreed by the Health and Social Care Partnership.
- 2.2 Unless otherwise defined in this Annex, capitalised terms have the meaning given in the Agreement.
- 2.3 References in the Agreement to "Fees" or "Services" shall, where this Annex applies, be read subject to the Individual Placement Agreement and the NCHC.

3. Care to be provided and assessed needs

- 3.1 The Provider shall provide care and accommodation in accordance with the Resident's Assessed Needs as determined by the Health and Social Care Partnership and as set out in the Resident's care plan.
- 3.2 Any material change to the Resident's care needs, care plan or service provision shall be notified to the Care Manager and be subject to review and agreement in accordance with the NCHC.

4. Role of the Care Manager

- 4.1 The Care Manager shall be involved in:
- care reviews;
 - any proposed changes to the Resident's care plan;

- any discussion regarding potential termination of the placement; and
 - any formal review required under the NCHC.
- 4.2 Where the Agreement refers to reviews, notices or decisions affecting the Resident, those provisions shall, where this Annex applies, be read as requiring Care Manager involvement in accordance with the NCHC.
- 5. Fees, funding and the Individual Placement Agreement**
- 5.1 Fees payable in respect of an NCHC-funded placement are governed by the Individual Placement Agreement and the NCHC.
- 5.2 No fees or charges may be imposed on the Resident in respect of care required to meet their Assessed Needs other than as permitted by the NCHC and confirmed in the Individual Placement Agreement. Any provisions of the Agreement relating to shortfalls, third party top-ups or additional payments shall not apply except where expressly permitted under the NCHC and confirmed in the Individual Placement Agreement.
- 6. Additional charges, extras and top-ups**
- 6.1 Third-party top-up arrangements (this is where someone else pays an additional amount towards your care costs) apply only where expressly permitted under the NCHC and agreed in writing by the relevant Health and Social Care Partnership.
- 6.2 Any reference in the Agreement to third-party top-ups or shortfalls shall not apply to NCHC-funded placements unless expressly permitted under the NCHC and agreed by the relevant Health and Social Care Partnership.
- 6.3 Extras and optional services may only be charged in accordance with Appendix 7A of the NCHC and must not relate to services required to meet the Resident's Assessed Needs.
- 7. Personal Expenses Allowance (PEA)**
- 7.1 Where the Provider acts as appointee or supports the administration of the Resident's Personal Expenses Allowance, the PEA shall be managed in accordance with the NCHC and must not be used to pay towards the cost of care.
- 7.2 Records relating to PEA management shall be maintained and made available in accordance with Appendix 7A of the NCHC.
- 8. Notice, review and termination of placement**
- 8.1 The notice and termination provisions applicable to NCHC-funded placements are governed by the NCHC and the Individual Placement Agreement.
- 8.2 The Provider shall not require the Resident to leave the Care Home unless a review has taken place involving the Care Manager and the requirements of the NCHC have been complied with.
- 8.3 Any provisions of the Agreement relating to notice or termination will not apply where they conflict with the NCHC or the Individual Placement Agreement.
- 9. Termination following death**
- 9.1 Arrangements following the Resident's death, including any post-death charges, shall be governed by Appendix 7A of the NCHC and the Individual Placement Agreement.
- 9.2 Any post-death fees shall not exceed those permitted under the NCHC (currently up to three days, unless otherwise agreed in the Individual Placement Agreement).
- 10. Complaints and safeguards**
- 10.1 You retain the right to:
- raise concerns with the Provider;
 - involve the Care Manager; and
 - access external complaints routes including the Health and Social Care Partnership and the Care Inspectorate.
- 10.2 Nothing in the Agreement shall restrict or limit these rights where this Annex applies.
- 11. Confirmation of compliance**

- 11.1 The Provider confirms that, where this Annex applies, the residency terms governing the Resident's placement are aligned with Appendix 7A of the NCHC.
- 11.2 This Annex is intended to explain how the NCHC applies to your placement and does not change how the Permanent Residency Agreement works for privately funded Residents.

ADDITIONAL INFORMATION

Resident/Attorney/Guardian Declaration

I hereby confirm that this is an accurate financial statement:

Signed.....

Resident/Attorney/Guardian

Date.....

Care Home Representative Confirmation

I confirm that I have seen the original documentation & enclosed a copy:

Signed.....

Authorised signatory

Date.....