

THE CHISWICK NURSING CENTRE

Terms and Conditions of Residence

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DEFINITIONS

In these terms and conditions ("Terms") the following words have the following meanings:

"Centre" means the Company's nursing centre at Ravenscourt Gardens, London, W6 0AE known as "The Chiswick Nursing Centre";

"Centre Director" means the person occupying the position of Centre Director from time to time whose details are published on the Centre's website at www.chiswicknursingcentre.co.uk;

"Company" means Ganymede Care Limited (trading as "The Chiswick Nursing Centre") (company number 05490377) whose registered office is at 1 Battersea Square, Battersea, London, SW11 3RZ;

"RPI Index" means the Retail Prices Index All Items published by the Office for National Statistics

"Service User Guide" means the document as defined in the Health and Social Care Act 2012, as amended from time to time, and enclosed with these Terms and Conditions.

ABOUT THIS DOCUMENT

This document sets out the Company's general terms and conditions that will apply if you decide to reside in the Centre. You must also comply with the Service User Guide which is issued with these Terms and Conditions.

CHANGES TO THIS DOCUMENT

The Company will be entitled to make changes to these Terms to reflect new health and safety laws or sector regulations, or to improve the service provided to residents. In all cases the Company will consult with residents or their representatives (as appropriate) about any proposed changes and provide not less than 4 weeks' notice before any change takes effect. If the resident objects to any proposed change the resident will have the right to terminate the contract with the Company without penalty by giving not less than 2 weeks' notice in writing to the Company such notice to expire on or before the date that any such change is due to take effect.

PLEASE NOTE THE RIGHT ON THE PART OF THE COMPANY TO INCREASE ITS CHARGES AS REFERRED TO IN PARAGRAPH 1.4 AND THE TERMINATION RIGHTS SET OUT IN PARAGRAPH 6 AND IN PARTICULAR THE RIGHT FOR THE COMPANY TO TERMINATE IMMEDIATELY UNDER PARAGRAPH 6.1 IF YOU FAIL TO PAY ANY SUM DUE PRIOR TO THE COMMENCEMENT OF YOUR STAY ON OR BEFORE THE DATE NOTIFIED TO YOU BY THE COMPANY.

1 THE COMPANY'S CHARGES

1.1 Amount

The current charges payable as a resident at the Centre are £..... per week ("tariff charges"). These are the tariff charges that currently apply. Paragraph 1.4 below explains about future increases in tariff charges.

1.2 Payment Terms

Unless expressly stated otherwise in these Terms, all tariff charges are due for payment monthly in advance on the first day of each month and must be paid by direct debit unless otherwise agreed by the Centre Director in writing from time to time. All tariff charges must be paid by the resident at the gross rate as invoiced save that in situations where the resident is eligible for NHS funded nursing care the provisions of paragraph 2.3 below shall apply. **Where the Company agrees that a resident is not required to pay by direct debit, the tariff charges payable by the resident shall be increased by 5%.** If the Centre Director has agreed that a resident is not required to pay by direct debit that agreement may be revoked at any time by giving not less than 2 weeks' notice to the resident after which time the resident shall be required to provide to the Company the necessary documentation to enable payments to be made by direct debit.

The Company reserves the right to charge interest on all sums (whether in relation to tariff charges or other sums due to the Company) outstanding after the due date for payment. The rate of interest shall be 4% per year above the base rate for the time being of Barclays Bank plc, calculated on a daily basis from the due date up to the date of actual payment.

If it becomes necessary to instruct solicitors or other debt collectors to recover any debt owing by the resident to the Company whether in relation to the tariff charge or any other sums due to the Company, the Company reserves the right to charge the resident for the reasonable costs incurred by the Company in connection with the engagement of such solicitors or other debt collectors.

1.3 Reservation deposit

On signing a contract for admission to the Centre the resident may reserve the room chosen by the resident for up to 7 days by paying 1 weeks' tariff charges as a deposit which deposit is intended to protect the Company from late cancellation. The amount of the deposit will be set off against the tariff charges due at the commencement of the resident's stay at the Centre provided that the resident moves in to the Centre within such 7-day period. If the resident decides not to take up residence, the deposit will be forfeited and will not be returned unless the reason for the resident not moving in to the Centre falls within paragraph 1.3.1 or 1.3.2 below.

If the resident does not move in to the Centre within the 7-day period referred to above there is no guarantee that a room will be available when the resident wishes to move in to the Centre and the resident may in any event be required to move into a different room. Full tariff charges will apply from the date that the resident moves in to the Centre and no part of the deposit will be set off against those charges.

The Company will not retain the deposit where:

1.3.1 the reason for the resident not taking up residence at the Centre was due to any material default on the part of the Company including where the

resident cancels due to the room reserved not being ready for occupation on the date upon which the resident was due to move into the Centre; or

1.3.2 the Company withdraws any offer of accommodation prior to the resident moving in due to a change in the care needs of the resident as referred to in paragraph 6.6.

If a new resident is unable to move into the Centre straightaway and the Company agrees to hold a room at the Centre for the resident in excess of the 7 day period referred to above, the resident will be charged for such room for the period that it is held, before the resident moves in, at a pre-agreed rate. Any fees so paid will not be repaid to the resident if the resident does not move in to the Centre unless the reason for the same falls within paragraph 1.3.1 or 1.3.2 above. On moving in to the Centre the resident will be required to pay the full tariff charges from the date of moving in.

If the resident disputes any retention of the deposit by the Company the resident may refer the matter for resolution under the Company's complaints procedure which may be found at:

www.chiswicknursingcentre.co.uk/make-a-complaint.

1.4 Variations in Tariff Charges

Periodic review: The Company periodically reviews the amount of the tariff charges. Such charges will be increased on 1 April each year by such percentage as is equal to the higher of the percentage increase (if any) in the RPI Index and the percentage increase (if any) in the National Living Wage over the previous 12 months. Residents will be given at least 4 weeks' notice of increases in tariff charges and the increased charges will apply from the end of the notice period. If a resident does not accept any increase in tariff charges the resident may terminate the contract with the Company by giving not less than 2 weeks' notice in writing to the Company such notice to expire on or before the date that the increase in charges is due to take effect.

Other variations in tariff charges: Apart from the periodic increases in tariff charges referred to above, the tariff charge payable by a resident may change if the level of care the resident requires changes or if the resident moves into a different room in the Centre at their request. The resident will be charged the appropriate rate for the new level of care or different room from the date of the change. The Company will consult with the resident and their representatives if there is a proposed change to charges as a result of a change in care needs and the resident will be entitled to see the details of the assessments received by the Company as part of the consultation process.

Exceptional circumstances: In exceptional circumstances such as a significant change in legislation or regulations affecting the care home sector which results in a significant and demonstrable increase in the costs of providing the Company's services, the Company shall be entitled to increase its tariff charges to reflect such costs increase at the same time as the Company increases its charges following the periodic review referred to above. Notice of any such increase shall be given in the same manner as applies to the periodic review and the resident's right to terminate as a result of any such increase shall equally apply.

1.5 Temporary Public Funding – Top-up

If the Company's charges for the resident are temporarily being paid by a local authority (or other public funding body), for example while the resident's house or flat is being sold, and there is a shortfall between the amount that the local authority or other body pays and the full amount of the Company's tariff charges, the resident will be responsible for paying (or, if payment by the resident is not permitted by law, procuring that a third party shall pay on the resident's behalf) the amount of the shortfall. The resident (or third party) will be invoiced for the amount of the shortfall monthly in advance from the date of admission which invoice shall be payable on receipt. The Company reserves the right to charge interest on any unpaid amounts as described in paragraph 1.2 above.

1.6 Tariff Charges During Temporary Absence from the Centre

The full tariff charge applies during the first 4 weeks of any resident's temporary absence (for example due to holiday, visiting relatives/friends or hospitalisation). During this period your room will be reserved for you. If the temporary absence exceeds 4 weeks the tariff charge for the period in excess of 4 weeks shall be reduced to 85% of the full tariff charge.

If a resident will be temporarily absent for more than 4 weeks, the Company may let out their room in the Centre for all or part of the period of absence provided that the consent of the resident or their representative has been obtained. No tariff charge will be payable by the resident for any period that the room is let out. If any of the resident's possessions require storage in order to enable the room to be let out to another resident, the Company shall be entitled to remove such possessions from the resident's room and to charge for such storage at the rate of £10 per week.

If the resident is absent for more than 8 weeks the Company will consult with the resident or their representative to seek agreement regarding the further retention of the resident's room.

1.7 Respite Charge

Where a resident is staying at the Centre for a period of respite care and the period of residence is planned to be up to 28 days, tariff charges must be paid in full on demand and in advance of the residence commencing. If no such payment is made prior to the scheduled date for admission to the Centre the Company reserves the right not to permit the resident to take up residence at the Centre.

1.8 Short Term stays

For any periods of residence at the Centre of 7 days or less, there will be a minimum charge of 7 days.

1.9 Refund of prepayments on termination

Where a resident lawfully terminates the contract with the Company, the Company shall reimburse to the resident within 28 days after the date of termination any amount paid by the resident in relation to tariff charges which relates to any period falling after the date of termination of the contract. Where a resident has died the Company shall reimburse the resident's representatives within 28 days of the date of death any amount paid by the resident in relation to tariff charges which relates to any period falling after the date from which the liability for such charges ceases as referred to in paragraph 8.

1.10 Set-off

The Company shall be entitled to set-off against any payments that it is due to make to the resident (or any representative of the resident) any sums that may be due to the Company from the resident or any such representative whether under the contract between the resident or such representative and the Company or otherwise.

2 SERVICES/ITEMS COVERED BY TARIFF CHARGES**2.1 The tariff charge includes:**

- Nursing and personal care and services (see paragraph 2.3 below in respect of the NHS contribution for nursing care).
- Full board and accommodation in a room for the resident's exclusive use in the Centre. (Please note that alcohol is not provided unless expressly included in the package chosen by the resident.)
- A choice of meals, plus snacks and drinks. Special diets are catered for within reason (eg diabetic, low fat) but if a resident requires special foods that are not normally purchased by the Centre, these foods will be charged to the resident at cost plus a 10% handling charge to cover the additional costs in procuring these foods and additional preparation time required.
- Full use of all the communal lounges, dining rooms, bathrooms and any other communal facilities in the Centre.
- The opportunity to join in with occupational and recreational activities run by the Centre and the use of recreational facilities. Residents may be asked to make a financial contribution to the cost of some activities or excursions but this will be made known to the residents in advance.
- Assistance with washing, bathing, medication and other personal services.
- Personal laundry service by machine washing (excluding dry cleaning) (but please refer to paragraph 4.1).
- Liaison with the resident's GP, social worker, dentist, chiropodist, optician and other professionals (as required/requested), but for the avoidance of doubt any charges incurred in relation to these are the sole liability of the resident.
- Free Wi-Fi access.
- Telephone dial out to UK numbers.

2.2 The tariff charge does NOT include:

- Personal items such as clothing, newspapers/magazines, toiletries.
- Hairdressing.
- Entertainment and other activities arranged by the Centre which take place outside the Centre's premises where a fee is charged by the relevant provider. Costs of travel to any such entertainment or other activities are also excluded unless otherwise notified by the Company.
- Dry cleaning.
- Medication, equipment and prescription charges not covered in full by the NHS.
- Private treatments by visiting therapists, such as physiotherapy and chiropody, by way of example.
- Private car hire or taxi service.
- Special escort services, such as for visits to hospital, dentist or optician or for attending any entertainment or activities arranged outside the Centre.
- Special medical equipment not generally available in the Centre.
- Registration process in the event of death.
- Private telephone line rental and charges. (All charges to be settled by the resident with the relevant provider directly.)
- Cable and satellite TV including installation and subscription charges (all of which are to be settled by the resident with the relevant provider direct). **(Please note that the consent of the Centre Director, which may be withheld in his discretion, is required prior to any installation in relation to these items.)**

Save as referred to above, charges for these items will be as notified to the resident in advance and will be invoiced to the resident (or, if applicable, the resident's estate) in the same accounting period in which the charge is incurred. Such charges are due for settlement 28 days from the date of the invoice. Alternatively, if the resident maintains a "client personal fund" with the Company, these charges will be debited against the resident's client personal fund when they are incurred and the resident will be required to pay sufficient sums into the client personal fund at the end of each monthly accounting period to maintain a credit balance on the account .

2.3 NHS funded nursing care

Under the provisions of the Health and Social Care Act 2008 (the "Act") some (but not all) of the nursing care provided to residents by the Company may be funded by the NHS or other public body. The amount of a resident's nursing care that is funded by the NHS is assessed periodically by an NHS appointed

registered nurse carrying out an assessment of the resident's requirement for "nursing care" as defined in the Act. This requirement for "nursing care" is described as the resident's "Funded Nursing Care" or "FNC". The Department of Health has developed a "tool" for the registered nurses to use when carrying out these assessments, to ensure consistency.

The weekly amount that the NHS will pay is fixed according to the results of the assessment carried out in respect of the resident. It should be noted that NHS funding does NOT extend to nursing care provided by care assistants or to the provision of personal care services, although it does cover the registered nurse input in monitoring care delegated to others.

In most, if not all cases, the amount paid by the NHS for a resident's nursing care will be insufficient to cover the cost of the nursing care actually provided to the resident by the Centre.

The weekly tariff charge payable by the resident includes the Company's full charges for nursing care.

Where a resident is eligible for FNC the following provisions shall apply:

2.3.1 until the time that FNC payments are first received by the Company in respect of the resident, the resident will be charged the full tariff charge which shall be payable in the usual way under paragraph 1.2;

2.3.2 from the date that the Company starts to receive FNC payments in respect of the resident (which is likely to be after the date that the resident is confirmed as being eligible for FNC), the Company shall reduce the amount invoiced to the resident for future periods to the amount of the then applicable tariff charge less the amount of the FNC payments being paid in respect of the resident;

2.3.3 as and when the Company receives any FNC payments for any period in respect of which the resident has in fact paid the full tariff charge, the Company will reimburse the resident for the relevant FNC payment in the manner referred to below;

2.3.4 if at any time the resident ceases to be eligible for FNC the Company's full tariff charges shall become payable by the resident in accordance with the provisions of paragraph 1.2;

2.3.5 where any reimbursement is due to the resident (or any representative of the resident, as appropriate) the resident (or any representative of the resident, as appropriate) may request that all or part of the reimbursement is paid by way of credit to the resident's "client personal fund" maintained by the Company for the resident. Any reimbursement that is due to the resident (or any representative of the resident, as appropriate) but which is not credited to the resident's "client personal fund" shall be paid to the resident (or any representative of the resident, as appropriate) by cheque or bank transfer (at the Company's election) within 28 days of the relevant FNC payment being received by the Company.

Where a resident in respect of whom FNC contributions are being paid to the Company is admitted to hospital, notwithstanding any other provisions of these Terms, the Company shall not require the resident to make up any shortfall in the tariff charges arising due to the fact that the FNC contribution is not paid to the Company in respect of any period during which the resident is in hospital. Further, notwithstanding the provisions of paragraph 8, where a resident in respect of whom FNC contributions are being paid to the Company

dies, the fees charged by the Company pursuant to paragraph 8 in respect of any period after the date of death shall be the tariff charges less the amount of the FNC contribution that was being paid in respect of such resident.

2.4 Changing of room

The Company shall be entitled to move the resident to another room in the Centre if, in the reasonable opinion of the Centre, the available funding for the resident is no longer sufficient to meet the full tariff charges in respect of the room being occupied by the resident or if the move is necessary in order to enable the Company to deliver effective and efficient services which meet the resident's assessed needs. The Company will give the resident as much notice as reasonably possible of any room change. If the resident is unhappy with any room change the resident will be entitled to terminate the contract with the Company by giving not less than [■1] week's notice in writing to the Company, such notice to be given at any time within the period of [■3] weeks from the date of notification to the resident of the proposed room change.

3 PERSONAL POSSESSIONS AND PETS

3.1 With the agreement of the Centre Director whose decision is at their sole discretion and is final, residents may bring items of furniture and other possessions with them. Furniture and electrical items must comply with relevant fire and health and safety regulations. Any items which do not meet such requirements may be removed by the Company and disposed of without liability to the resident. Please note paragraph 4 below concerning insurance and liability for loss or damage to personal possessions.

3.2 It is regretted that pets cannot be accommodated in the Centre.

3.3 On termination of a resident's residence in the Centre, for whatever reason, the resident's personal possessions must be removed from the resident's room. Possessions that are not removed by the resident within 2 days of leaving may be cleared from the resident's room by the Centre staff, under the supervision of the Centre Director, and placed in storage pending removal by or on behalf of the resident or, if the resident has died, by the resident's estate or representative. The Company will endeavour to inform the resident or the resident's representative prior to any possessions being removed from the resident's room. The Company reserves the right to:

3.3.1 charge the resident (or the resident's estate or representative, as appropriate) at the rate of £10 per week for storage which shall be payable on invoice; and

3.3.2 require reasonable evidence that the person effecting the removal of the resident's possessions has proper authority from the resident or the resident's estate, before permitting the removal of the possessions.

3.4 **The Company reserves the right to recover from the resident any charges incurred by the Company in arranging for the removal of a resident's possessions. The Company reserves the right to dispose of or sell any uncollected items after a period of 4 weeks. Prior to any such disposal or sale the Company will use its reasonable endeavours to provide notice to the resident or their representatives but shall not be obliged to provide any notice if it does not have up to date contact**

details for the resident or a representative of the resident. Where the Company proposes to dispose of any item which in the reasonable opinion of the Company is of financial value the Company shall use its reasonable endeavours to obtain a fair price for the item. Any proceeds of sale for such item (after deduction of any costs and expenses incurred by the Company in connection with such sale and any charges owing to the Company by the resident) shall be paid to resident or one of their representatives within 30 days of the date of sale.

4 LIABILITY AND INSURANCE

- 4.1 The Company does not accept liability for loss of, or damage to, residents' personal possessions (including clothing) while in the Centre unless the loss or damage was caused by an employee of the Company or due to any failure by the Company to exercise reasonable care and skill in providing its services or taking care of such possessions.
- 4.2 Please note that since all laundry is machine washed the Company does not accept liability for damage to items of clothing caused by machine washing where such clothing is recommended for hand washing or dry-cleaning and the Company does not assume any responsibility for checking any care instructions on any clothing received for laundering.
- 4.3 The Company's insurance provides cover of £100 in respect of cash and £2,500 in the case of other items but subject to an excess of £100 for each claim made under the policy (other than in relation to cash). The excess in respect of each claim is the responsibility of the resident. Items are only insured whilst in the resident's bedroom. **Residents are strongly advised to arrange insurance for all items of personal possessions that are brought to the Centre.**
- 4.4 The Company will ensure that it provides its services with reasonable care and skill and will maintain a standard of care as required by law. The Company does not exclude or limit its liability for death or personal injury where the Company fails to meet such standards (including where the negligence of the Company or its staff results in death or personal injury).

5 GIFTS TO STAFF

- 5.1 The Company operates a strict rule whereby the Company's staff are **not** permitted to accept gifts or bequests from residents. Residents are, therefore, asked not to offer gifts or make bequests to members of staff. If a resident wishes to show their appreciation in some way, this should be discussed with the Centre Director.

6 TERMINATION

- 6.1 The Company reserves the right to terminate the contract with a resident immediately by notice in writing to the resident if the resident fails to pay the tariff charges or reservation deposit due prior to the commencement of the resident's stay at the Centre on or before the date for payment as notified by the Company to the resident.
- 6.2 The Company reserves the right to terminate the contract with a resident immediately and to require the resident to leave the Centre by giving notice in writing to the resident if the resident fails to pay any account on the due date and such account has remained outstanding for more than 3 (three) months

- and the resident fails to pay such account within 28 days of receipt of a notice in writing from the Company demanding payment and warning the resident that non-payment within such period may result in termination of the contract.
- 6.3 The Company reserves the right to terminate the contract with a resident and to require the resident to leave the Centre by giving not less than 28 days' notice in writing to the resident in the following circumstances:
- 6.3.1 illness or incapacitation of the resident during their period of residence, of a nature where the Company reasonably considers that it would not be possible for the resident to be provided with adequate care on a continuing basis at the Centre;
- 6.3.2 illegal, unreasonable or anti-social behaviour on the part of the resident causing undue inconvenience to other residents and/or staff;
- 6.3.3 any act of violence on the part of the resident whether towards other residents or staff at the Centre or otherwise which in the reasonable opinion of the Company give rise to a significant risk of serious harm to other residents or staff at the Centre or the resident themselves if they remain at the Centre; or
- 6.3.4 where the Company is closing all or a part of its business including the Centre.
- 6.4 Prior to giving notice of termination under paragraph 6.3.1 the Company will discuss with the resident (or their next of kin) the concerns which the Company has in relation to the ability to continue providing care for the resident at the Centre and will give due consideration to any suggestions made by the resident (or their next of kin) as to what steps might be taken to enable the resident to remain at the Centre.
- 6.5 Prior to giving notice of termination under paragraph 6.3.2 or 6.3.3 the Company will so far as reasonably practicable in the circumstances make all reasonable efforts to address and manage the behaviour of the resident including by giving warnings and consulting with you and your representatives.
- 6.6 The Company shall be entitled to withdraw any offer of accommodation and terminate the contract between the resident and the Company prior to the resident moving in to the Centre if there is a material change in the care needs of the resident and the Company reasonably considers that it would not be possible for the resident to be provided with adequate care at the Centre. In such circumstances the Company shall provide the resident with as much notice as is reasonably possible.
- 6.7 **If the resident becomes eligible, and applies, for public funding:** The Company appreciates that there may come a time when a resident becomes eligible to apply for public funding to pay the Company's tariff charges. The resident should notify the Centre Director in writing as soon as reasonably practicable if the resident thinks that they meet or are likely to meet the eligibility threshold for public funding. The Company reserves the right, at its sole discretion, to require the resident to leave the Centre or to move to an alternative room within the Centre if:
- 6.7.1 the amount of the public funding is less than the Company's full tariff charges; and
- 6.7.2 the shortfall is not made up on the resident's behalf.
- 6.8 Where the Company proposes to rely on the provisions of paragraph 6.7 it will give not less than 4 (four) weeks' written notice to the resident unless:
- 6.8.1 the Company is not satisfied on reasonable grounds that it will receive the full amount of its tariff charge for the notice period; or
- 6.8.2 a change of room needs to be actioned sooner due to the availability of rooms requiring an earlier move.

7 NOTICE OF TERMINATION BY RESIDENT

The resident may terminate the contract with the Company at any time by giving not less than 28 days' notice of termination in writing to the Company. The resident may also terminate the contract with the Company immediately by written notice to the Company if:

7.1 the Company commits any material breach of the provisions of the contract which breach, if capable of remedy, is not remedied by the Company within 14 days of receipt of notice from the resident in writing requesting its remedy: or

7.2 the room reserved by resident as referred to in paragraph 1.3 is not ready for occupation on the date upon which the resident was due to move into the Centre.

8 THE COMPANY'S TARIFF CHARGES WHEN A RESIDENT LEAVES THE CENTRE

When a resident leaves the Centre, for any reason other than the resident's death, the Company's tariff charges are payable in full up to the later of whichever of the following dates applies:

8.1 the date that the resident leaves; or

8.2 the date when the resident's former room is removed of all personal possessions and left vacant.

If the resident has failed to give the appropriate notice period as required by paragraph 7 the Company shall be entitled to charge the resident as a genuine pre-estimate of its loss at 95% of the full tariff charge for the room for the period from the later of the date that the resident leaves and the date when the resident's former room is removed of all personal possessions and left vacant until the date of expiry of the appropriate notice period provided that no such charges shall be payable in respect of any period during which the room is occupied by another resident.

Charges on death of the resident:

If the resident has died, 90% of the Company's tariff charges are payable up to the 10th day following the date of death provided that if all of the resident's personal possessions have been removed from the centre. After such 10-day period the Company shall be entitled to remove any of the resident's possessions from the resident's former room and to charge for the storage of such possessions the rate referred to in paragraph 3.3.1. After a period of 4 weeks of storage the Company shall be entitled to terminate such storage and dispose of the resident's possessions in accordance with the provisions of paragraph 3.4.

If, at the request of the resident's representative, the Company agrees to allow the resident's possessions to remain undisturbed in the resident's former room beyond the 10-day period following the date of death, 100% of the full tariff charge for the room will be payable until the room is cleared. The Company will not unreasonably withhold its consent to any such request. Any request for such extension should be made in writing to the Centre Director and must specify the period of extension required which may not exceed 4 weeks. The Company's tariff charges in relation to any such period shall be payable in advance failing which the Company shall be entitled to remove the

resident's possessions from the room and to charge for the storage of such possessions at the rate referred to in paragraph 3.3.1. If the resident's possessions are not cleared by the end of the agreed period the Company shall be entitled to terminate such storage and dispose of the resident's possessions in accordance with the provisions of paragraph 3.4.

Where any top-up fees (ie any difference between the amount of the Company's tariff charge and the amount of any public funding towards the resident's care needs) are being paid by the resident or any third party on behalf of a resident the liability to pay such top-up fees shall cease at the same time that the liability of the relevant public funder ceases. However if the resident or the resident's estate requests that the resident's possessions should remain undisturbed in the resident's room, 90% of the full tariff charge shall be for the room will be payable from the date that the liability of the relevant public funder ceases until such time as the room is cleared provided that after a period of 10 days at such reduced tariff, the full tariff for the room will become payable. The Company's charges in relation to any such period shall be payable in advance failing which the Company shall be entitled to remove the resident's possessions from the room and to charge for the storage of such possessions at the rate referred to in paragraph 3.3.1. If the resident's possessions are not cleared by the end of the agreed period the Company shall be entitled to terminate such storage and dispose of the resident's possessions in accordance with the provisions of paragraph 3.4.

9 COMMENTS/COMPLAINTS

The Company's Complaints policy is prominently displayed in the Centre. Any resident who is dissatisfied with any aspect of his or her care should:

- draw the matter of concern to the attention of the individual in charge as soon as reasonably practicable;
- if the matter is not resolved to the resident's satisfaction it should be referred to the Centre Director;
- if the matter is still not resolved to the resident's satisfaction it should be referred in writing to the appropriate higher levels of authority (as detailed in the Complaints policy).

The highest level of authority is The Board of Director at the following address:

Ganymede Care Ltd, 1 Battersea Square, London SW11 3RZ

10 DATA PROTECTION

The Company will comply with its obligations under Data Protection Legislation. The Company will use personal data relating to residents and/or their representatives as set out in the Company's Privacy Notice which is set out on the Company's website or is available from the Centre Director. For the purposes of this paragraph "**Data Protection Legislation**" means applicable data protection law including the European Union's General Data Protection Regulation 2016/679 and the UK Data Protection Act 2018 and the term 'personal data' shall have the meaning set out in that Act.

11 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Save as provided below any rights that would be conferred on third parties by operation of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from any contract entered into between the Company and any resident, any resident's attorney or deputy or any person personally contracting with the Company in respect of a resident.

Where the contract relating to a resident's accommodation at the Centre is entered into with any person personally contracting with the Company in respect of that resident, the resident shall be entitled to enforce the provisions of the contract which are expressed to be for the benefit of the resident however the consent of such resident will not be required to any amendment to or termination of such contract even though the rights of the resident may be affected by such amendment or termination.

12 GOVERNING LAW AND JURISDICTION

The contract created between the resident (or any representative of the resident including any person personally contracting with the Company in respect of a resident) and the Company shall be governed by and construed in accordance with English law and the courts of England shall have non-exclusive jurisdiction to settle any dispute which may arise out of or in connection with the contract.

Terms and Conditions of Residence – Contract with Resident

To be completed by prospective resident

By signing this document, you agree to be bound by The Chiswick Nursing Centre's Terms and Conditions of Residence (copy attached to this document) ("Terms").

I _____ of _____
_____ undertake
to Ganymede Care Limited ("the Company") to be personally responsible for
payment of the Company's charges in respect of my residence in the Company's
Centre, _____ at _____
_____. I have read the Terms
attached to this document and agree that I shall be bound by such Terms and will
observe my obligations as a resident under those Terms and under the Service User
Guide (as amended from time to time in accordance with their provisions).

The tariff charge per week at the date on which this agreement is signed is
£_____ in respect of the room to be occupied by me. I understand that the
Company has a right to increase such charges as set out in paragraph 1.4 of the
Terms.

**I confirm I have adequate funds to enable me to reside in the Centre for at least
2 years at the current level of care and rate of weekly tariff charge.**

I understand that if I become eligible and apply for public funding but the amount that
the local authority will pay the Company is less than the full amount of the
Company's tariff charges for the time being, then I may be required to move to an
alternative room or to leave the Centre if the amount of the shortfall is not paid to the
Company, either by me (if lawful) or by a third party on my behalf as referred to in
paragraph 6.7 of the Terms.

Your Right To Cancel

Where this contract is signed by you away from our business premises or has been
entered into over the internet you have the right to cancel this Contract within 14 days
of the conclusion of the Contract without giving any reason (the "**Cancellation
Period**").

To exercise the right to cancel, you must inform us by contacting us at Chiswick
Nursing Centre, Ravenscourt Gardens, Hammersmith, London, W6 0AE; or by

telephone: 020 8222 7800 email: enquires@chiswicknursingcentre.co.uk of your decision to cancel this Contract by a clear statement during the Cancellation Period. You may use the attached model cancellation form, but it is not obligatory.

Effects of cancellation and amounts payable

If you cancel this Contract, we shall reimburse to you all payments received from you (if any) unless you requested us to begin the performance of services during the Cancellation Period. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you expressly agree otherwise. In any event, you will not incur any fees as a result of the reimbursement.

If you requested us to begin the performance of our services during the Cancellation Period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this Contract, in comparison with the full coverage of the Contract. You will cease to have the right to cancel if you requested us to begin the performance of services during the Cancellation Period and our service has been fully performed.

SIGNED: _____
Resident

SIGNED: _____
Centre Director

DATED: _____

Request to begin services immediately and acknowledgement of impact on right to cancel

By signing below, you confirm that:

You are requesting us to begin the supply of our services immediately.

You have read the section above headed "Effects of cancellation and amounts payable" and understand that you will be liable to pay certain charges should you elect to cancel during the Cancellation Period.

You acknowledge that you will lose the right to cancel the contract once our service has been fully performed.

SIGNED: _____
Resident

✂-----

Model cancellation form

— To: Ganymede Care Ltd (t/a The Chiswick Nursing Centre), at Chiswick Nursing Centre, Ravenscourt Gardens, Hammersmith, London, W6 0AE
Telephone number: 020 8222 7800 email: enquires@chiswicknursingcentre.co.uk

— I/We (*) hereby give notice that I/We (*) cancel my/our (*) contract of sale of the following goods (*)/for the supply of the following service (*)
.....
.....

— Ordered on (*)/received on (*):
.....
.....
.....

— Name of consumer(s):
.....
.....
.....

— Address of consumer(s):
.....
.....
.....

— Signature of consumer(s) (only if this form is notified on paper):
.....
.....
.....

— Date:.....

(*) Delete as appropriate]

Terms and Conditions of Residence – Contract with Resident’s Attorney under a Registered Lasting Power of Attorney

Where a prospective resident is unable to fully understand The Chiswick Nursing Centre’s terms and conditions, the contract between the resident and The Chiswick Nursing Centre must be signed on behalf of the resident by the prospective resident’s attorney under a valid and registered lasting power of attorney.

By signing this document, the resident’s attorney agrees on the resident’s behalf that the resident shall be bound by The Chiswick Nursing Centre’s Terms and Conditions of Residence (copy attached to this document) ("Terms") and assumes full responsibility on the resident’s behalf (but not personal liability) for the performance of the resident’s obligations under the Terms.

I/We _____ of _____

am/are the attorney(s) for _____ (the “Resident”) under a valid lasting power of attorney dated _____ and duly registered with the Office of the Public Guardian under Section 9 of the Mental Capacity Act 2005.

I/we undertake to Ganymede Care Limited (the “Company”) on behalf of the Resident that I/we have read the Terms attached to this document and agree on behalf of the Resident that the Resident shall be bound by such Terms and will observe her/his obligations as a resident under those Terms and under the Service User Guide] (as amended from time to time in accordance with their provisions).

The tariff charge per week at the date on which this agreement is signed is £_____ in respect of the room to be occupied by the Resident.

I/We confirm that the Resident has adequate funds to enable him/her to reside in the centre for at least 2 years at the current level of care and rate of weekly tariff charge.

I/We understand that if the Resident becomes eligible and applies for public funding but the amount that the local authority will pay the Company is less than the full amount of the Company’s tariff charges for the time being, then the Resident may be required to leave the Company’s Centre if the amount of the shortfall is not paid to the Company, either by the Resident (if lawful) or by a third party on the Resident’s behalf as referred to in paragraph 6.7 of the Terms.

SIGNED: _____
Resident’s Attorney

SIGNED: _____
Centre Director

DATED: _____

Terms and Conditions of Residence – Contract with Resident’s Deputy

Where a prospective resident has had a deputy appointed by the Court of Protection, the contract must be signed on behalf of the prospective resident by the deputy.

By signing this document, the resident’s deputy agrees on the resident’s behalf that the resident shall be bound by The Chiswick Nursing Centre’s Terms and Conditions of Residence (copy attached to this document) ("Terms") and assumes full responsibility on the resident’s behalf (but not personal liability) for the performance of the resident’s obligations under the Terms.

I _____ of _____
_____ am the
deputy appointed by an order of the Court of Protection, dated _____ to
administer the affairs of _____ (the “Resident”).

I/we undertake to Ganymede Care Limited (the “Company”) on behalf of the Resident that I/we have read the Terms attached to this document and agree on behalf of the Resident that the Resident shall be bound by such Terms and will observe her/his obligations as a resident under those Terms [■and under the Service User Guide] (as amended from time to time in accordance with their provisions).

The tariff charge per week at the date on which this agreement is signed is
£_____ in respect of the room to be occupied by the Resident.

I confirm that the Resident has adequate funds to enable him/her to reside in the centre for at least 2 years, at the current level of care and rate of weekly tariff charge.

I understand that if the Resident becomes eligible and applies for public funding but the amount that the local authority will pay the Company is less than the full amount of the Company’s tariff charges for the time being, then the Resident may be required to leave the Company’s Centre if the amount of the shortfall is not paid to the Company, either by the Resident (if lawful) or by a third party on the Resident’s behalf as referred to in paragraph 6.7 of the Terms.

SIGNED: _____
Resident’s Deputy

SIGNED: _____
Centre Director

DATED: _____

Terms and Conditions of Residence – Contract with Relative(s)

To be completed by relative(s) of prospective resident

By signing this document, you will assume full responsibility for the payment of all sums which would have fallen due from the resident if the resident had personally signed this document. Where this agreement is signed by more than one relative the Company shall be entitled to enforce its terms against any individual signatory or against all of the signatories and may choose which signatory to pursue in respect of any breach of its terms.

I/We _____ of _____
_____ are related to
_____ (the "Resident") as the Resident's (*state
relationship with Resident*) _____.

I/we confirm that I/we have read The Chiswick Nursing Centre's Terms and Conditions of Residence (copy attached to this document) ("Terms") attached to this document.

I/we wish to place the Resident in The Chiswick Nursing Centre. In consideration of Ganymede Care Limited (the "Company") accepting the Resident as a resident of the Centre, I/we undertake to the Company to be personally responsible for payment of all of the Company's charges in respect of the Resident's residence in the Centre which includes the tariff charges and any additional charges incurred by the Resident from time to time in accordance with the Terms.

The tariff charge per week at the date on which this agreement is signed is
£_____ in respect of the room to be occupied by the Resident.

I/we confirm that I/we have adequate funds to enable the Resident to reside in the Centre for at least 2 years, at the current level of care and rate of weekly tariff charge.

I/we acknowledge and understand that if I/we do not pay any charges in respect of the Resident's residence in the Centre the Company may take court proceedings against me/us to recover the sums due and/or the contract may be terminated in accordance with the provisions of paragraphs 6.1 and 6.2 of the Terms as if all references to the resident were a reference to me/us. I/we also acknowledge that the right of the Resident to reside in the Centre may be terminated in accordance with the provisions of paragraphs 6.3 and 6.6 of the Terms.

I/We agree that if the Resident is (or becomes) eligible, and applies, for public funding but the amount that the local authority will pay the Company is less than the full amount of the Company's tariff charges for the time being, then the Resident may be required to move to an alternative room or to leave the Centre if the amount of the shortfall is not paid to the Company, by me/us as referred to in paragraph [■6.7] of the Terms.

SIGNED: _____
Resident's Relative

SIGNED: _____
Resident's Relative

SIGNED: _____
Centre Director

DATED: _____