



STATEMENT OF TERMS AND CONDITIONS

PRIVATE FEE-PAYING RESIDENT AGREEMENT

This is an important document. You should read and understand the terms of this document before signing.

Care provider:	Referred to in this document as Meddyg Care, us or we.
Care home:	Referred to in this document as the Home.
Resident's name:	Referred to in this document as the Service User, the Resident or you.
Resident's representative:	Referred to in this document as the Representative or your representative. Please take particular note of clause 3, which specifically applies to Representatives.
Term of Residence:	Permanent
Third Party Funder(s):	Referred to in this document as the Third Party or if there are more than one, the Third Parties.

Home To Be Occupied	Porthmadog	Criccieth	Bryn Awelon
	Please Circle		





1. INTRODUCTION

1.1 The Home undertakes to operate in accordance with the Social Services & Well Being (Wales) and regulations under that Act 2014. This agreement shall be governed, interpreted and enforced according to the Laws of England and Wales.

1.2 We have to maintain an extensive establishment at a financial cost; therefore, we need to agree with you the terms of your residency at the Home.

2. ABOUT THIS DOCUMENT

2.1 This document sets out the terms of your agreement with Meddyg Care and your residence in the Home. This document is legally binding upon you and each Third Party. You should read this document carefully before signing it. You and each Third Party may wish to seek independent legal advice before signing this document. We are happy to answer any questions you or your legal advisers have before you sign this document.

2.2 It is important for both us and you to have agreed the terms of your stay at the Home. This document is for the benefit of both you and Meddyg Care, it protects you and Meddyg Care from any misunderstandings and is for our mutual benefit. Therefore, we request that you sign this document before beginning residence at the home.

3. INFORMATION FOR REPRESENTATIVES OF RESIDENTS

3.1 If you are the representative of a resident and sign this agreement on the Resident's behalf, the terms and conditions in this document will apply to you in the same way as they apply to the Resident. You will be personally bound by these terms and conditions unless you have signed the admission agreement in the capacity of:

3.1.1 the Resident's validly appointed attorney under either an enduring or lasting power of attorney and that power of attorney remains valid; or

3.1.2 the Resident's validly appointed receiver.

3.2 If you are the Resident's validly appointed attorney or receiver at the time of signing this agreement it is your responsibility to ensure that your appointment remains valid (for example by registering an unregistered enduring power of attorney at the time it becomes registrable). If your appointment as the Resident's attorney or receiver ceases to be valid, you will immediately become personally responsible for the resident's obligations under these terms and conditions.



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4. CARE PLAN

- 4.1 We will carry out a pre-admission assessment with you before you come to the Home to ensure we can meet your needs and on admission a basic care plan will be formulated following discussions with you and or your representatives.
- 4.2 A full comprehensive care plan will be in place 48hrs after admission and a review carried out 6-8 weeks later.
- 4.3 In the event of an emergency admission to the Home, we will prepare a care plan for you within 48 hrs.

5. OUR CHARGES

- 5.1 Our charges:
 - 5.1.1 wholly paid by you (private funding);
- 5.2 The way in which our charges are paid and the amount that you and each Third Party will be responsible for, depends on your personal financial circumstances.
- 5.3 The room fee quoted above will remain payable for the duration of occupancy (in addition to uplifts implemented throughout as advised).

6. IF YOU PAY OUR CHARGES YOURSELF

- 6.1 We have assessed the charge that applies to you based on your assessed care needs and type of accommodation. The charge payable, including a breakdown of it, is set out in the attached schedule.
- 6.2 We review our charges on an annual basis and may increase our charges in line with the retail price index and any increased costs we incur in running the Home and providing care to you. We will consult with you prior to implementing any increase in our charges and will give you at least four weeks' notice of any increased charges. Any annual adjustment of charges for inflation shall be affected on April 1st in each year.
- 6.3 If your care needs change, we will assess your revised needs with you and may increase our charges to reflect your increased care needs. Again, we will consult with you prior to implementing any increase in our charges. Any increase will take effect from the date of which you are provided the increased level of care.
- 6.4 If you decide not to move into the Home straightaway, we can either:

6.4.1 postpone signing this document, however we cannot then guarantee your place in the Home; or

6.4.2 hold a room at the Home for you. If you wish for us to do this, we will charge you 100% of the Charges due for the period we hold the room on your behalf.

6.5 If you cannot afford to pay our charges (and no one else has agreed to pay our charges on your behalf) and do not qualify for local authority funding, or you do not pay our charges when due, you will be unable to remain in the Home. We may ask you to leave the Home in accordance with clause 21.4.

7. LOCAL AUTHORITY FUNDING

7.1 If you become eligible for local authority funding after you have become a resident of the Home, the local authority will pay some or all of our charges. How much the local authority pays is dependent on your personal financial circumstances.

7.2 Where the local authority provides you with sufficient funding to cover all of our charges, we will recover our charges from the local authority.

7.3 It is important to note that, even where a local authority provides funding, it may require a contribution from you, known as the “client contribution”.

7.3.1 Some local authorities will pay us both the local authority contribution and the client contribution. In this case, the local authority will ask you for reimbursement of the client contribution and you are responsible for paying this to the local authority.

7.3.2 Some local authorities only provide us with the local authority contribution and do not pay us the client contribution. In this case, you are responsible for paying the client contribution (as assessed by the local authority) to us.

7.3.3 If you have any queries regarding the level of the client contribution, you should raise these directly with the local authority who will have completed a financial assessment to calculate if any client contribution is applicable.

7.4 If you are responsible for paying the client contribution to us and you do not pay it, you will be unable to remain in the Home. We may ask you to leave the Home in accordance with clause 21.4. We will also report your non-payment to the local authority.



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8. ACCOMMODATION COSTS

8.1 Our Homes are of the highest standard and we continue to strive to improve the quality of the Home and its surroundings. The quality of the Home enhances your time at the Home and is in addition to the costs of your residency and care received at the Home.

8.2 We may increase the cost element of our charges in line with any increased costs we incur in running the Home and improving the quality of your surroundings and care. We will consult with you prior to implementing any increase in our charges and will give you at least 28 days notice of any increased charges.

8.3 You will be responsible for paying any accommodation costs specified in this agreement and any increases to those costs.

9. NHS CONTINUING HEALTHCARE

9.1 If you become eligible for NHS Continuing Healthcare (CHC), the contribution made by the NHS usually covers the full amount of our charges.

9.2 Where the NHS contribution does not cover the full amount of our charges, it is due to the cost of the additional facilities and enhanced accommodation and services the Home provides to you. These are over and above the requirements of your healthcare needs. In these circumstances, you will be responsible for any shortfall between the NHS contribution and our charges.

10. TEMPORARY ABSENCE

10.1 If you leave the Home on a temporary basis, whether due to a planned holiday or a hospital admittance, the following charges will apply for permanent, full private paying residents only:

10.1.1 during the first six weeks of absence: 100% of our usual charges;

We will keep your Room unoccupied during any absences.

10.2 If you are absent from the Home for longer than 6 weeks, unless we agree otherwise in advance, we will be entitled to give you, not less than 2 weeks' notice, to leave the Home. During these two weeks 100% of our usual charges apply during the notice period.

11. NURSING CARE

11.1 If you are assessed as requiring nursing care, some (but not all) of the nursing care provided to you by the Home will be funded by the NHS. Our charges for your accommodation (as set out in the Schedule) will remain payable, either by you, the local authority or a Third Party.



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- 11.2 Assessment as requiring nursing charge does not alter the charges payable for your accommodation and other (non-nursing) services provided by the Home.
- 11.3 Any funding provided by the NHS in respect of nursing care will be paid direct to us and will not be included in the charges payable by you.

12. PAYMENT ARRANGEMENTS

- 12.1 Our charges are payable in accordance with the attached schedule 1.
- 12.2 If you are late in paying any of the charges, we reserve the right to charge interest on unpaid charges at a rate of 8% above the base rate of the Bank of England from time to time. This will be applied on an individual basis but will not be within 30 days of the end of the invoicing period.
- 12.3 Our fees are payable one calendar month in advance.

13. INCLUDED SERVICES

- 13.1 The following services are included in our standard charges and we will not charge you any additional fees for these:
 - 13.1.1 full board and accommodation, a room in the Home for your exclusive or shared use. The room will contain basic items of furniture including (as a minimum) a single sized bed, wardrobe, chair and chest of drawers. Your room will also include a wash hand basin and mirror. You are welcome to bring other personal items of furniture into your room, provided they do not cause any health and safety or fire safety concerns and can be risk assessed. You are responsible for the cost of bringing and removing items from your room and must notify us of all items of furniture which are in your room and belong to you;
 - 13.1.2 full use of the communal facilities at the Home, including communal lounges, dining rooms, bathrooms and gardens;
 - 13.1.3 a choice of meals, snacks and drinks. We will provide 3 meals (breakfast, lunch and dinner). We can cater for your dietary requirements, provided you have completed the Residents Dietary Notification Form in the admission pack;
 - 13.1.4 assistance with meeting your basic care needs, as reasonably required;
 - 13.1.5 complete laundry service (excluding dry cleaning), provided your clothing is made of a washable material and is clearly labelled.



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13.1.6 liaising with your healthcare team, including your GP, community or district nurse, social worker, dentist or any other professional. Where there is a charge by any professional, you are responsible for paying the charge;

13.1.7 providing you with reasonable opportunity to take part in the Home's recreational activities from time to time.

14. EXCLUDED SERVICES

14.1 The following services are not included:

14.1.1 newspapers and magazines.

14.1.2 personal clothing and labelling/tagging of each item.

14.1.3 hairdressing or other beauty treatments.

14.1.4 private telephone lines.

14.1.5 a television

14.1.6 private podiatry and chiropody services.

14.1.7 cosmetics and toiletries; If you wish to supply your own toiletries, we will require the following items to be supplied on a weekly basis and the form completed (Item C in the Admission pack):

(Shampoo, Conditioner, Brush/Comb, Body Wash, Shaving & Razors, Deodorant, Toothpaste & Toothbrush, Fixodent, Nail Clippers)

14.1.8 private chiropractic or physiotherapy services.

14.1.9 any transportation and escorting costs directly or indirectly incurred when organising transportation for you.

14.1.10 Tuck Shop Trolley

15. EXTRA SERVICES

15.1 In order to maintain a minimum standard of care we may need to arrange additional services for you; however, you will be responsible for the cost of these. You must pay those costs as detailed in schedule 2 within 7 days of the invoice being issued to you. These additional services may include:

15.1.1 personal clothing;

15.1.2 hairdressing or other beauty treatments;

15.1.3 private chiropody services;

15.1.4 cosmetics and toiletries.

(Shampoo, Conditioner, Body Wash, Shaving & Razors, Deodorant, Toothpaste & Toothbrush, Fixodent, Nail Clippers)

15.1.5 private chiropractic or physiotherapy services.

15.1.6 any transportation and escorting costs directly or indirectly incurred when organising transportation for you.

15.2 We will give you reasonable assistance in purchasing the additional services and items, subject to their availability at the Home.

16. PERSONAL POSSESSIONS

16.1 As with personal furniture, you are welcome to bring personal possessions to your room, provided they do not cause any health and safety or fire safety concerns and can be risk assessed on admission.

16.2 In particular, please discuss with us any electrical items your wish to bring to your room. You must allow us access to electrical items for periodic safety inspections and testing. All electrical items must be checked for electrical safety prior to being brought into the Home.

16.3 We will endeavour to provide a safe environment for your personal possessions. However, we are not responsible for any loss or damage to your personal possessions unless that loss or damage is caused by us.

16.4 The Home maintains contents insurance; however, it does not cover personal items with a value in excess of £250. You are advised to maintain personal insurance for personal items with a value in excess of £250. In the event of damage or loss to a high value personal item, the Home will not be responsible for such loss or damage, save where the loss or damage is caused by us.

16.5 You must complete a "Personal Possessions form" for your personal items (with a value of less than £250) to be covered by our insurance. It is your responsibility to notify the Home of all personal monies and items for them to be covered by our insurance policy. Please note there is a £100.00 excess charge to be paid on each claim payable by the claimant.

16.6 Your personal clothing must be clearly labelled. Should the clothing need to be labelled, you will be invoiced for labels to be purchased from our chosen label supplier. (see extra services price list for current charge).

17. YOUR ROOM

- 17.1 We may need to alter your room or its furnishings from time to time to comply with health and safety requirements, fire safety requirements or your personal health requirements. We will consult with you before making any alterations, save where immediate alterations are required on safety grounds.
- 17.2 If your care needs change and you need a different room, we will consult with you with a view to moving you to a more suitable room within the Home. If we are unable to move you to a more suitable room and your existing room means that the Home cannot meet your care needs, we may ask you to leave the Home.

18. RESIDENCY

- 18.1 The agreement between you and us is not intended to create a relationship of tenant and landlord. Your occupation of a room in the Home does not give you a tenancy or an assured tenancy under the Housing Act 1988. Your occupation of a room in the Home does not give you any right to security of tenure.
- 18.2 You will occupy a room in the Home as a licensee only.

19. FINANCIAL MANAGEMENT

- 19.1 If you are unable or do not wish to control your own financial affairs, you should arrange for a relative or other representative to do so on your behalf.
- 19.2 Meddyg Care will not become involved in the management of your financial affairs.

20. HOME RULES

- 20.1 We have provided you with a copy of our Home Statement of Purpose in this pack. We may change this from time to time, provided we have consulted with all residents of the Home prior to a change and give all residents at least 4 weeks' notice of changes, save where immediate changes are required for safety reasons.
- 20.2 Please do not give gifts to members of staff at the Home, as they are prohibited from accepting them without the prior consent of the Home.
- 20.3 Please do not ask members of staff at the Home to witness legal documents or become executors of your will, as they are prohibited from doing so.

21. LEAVING THE HOME

21.1 After the cooling off period, if you choose to leave the Home, you need to give us four weeks' written notice of your intention to leave the Home. Your liability to pay our charges will cease on the expiry of the four-week notice period or, earlier by agreement with us. Where you choose to leave the Home:

21.1.1 you must vacate the Home and take your personal possessions with you before the end of the four-week notice period;

21.1.2 you are responsible for paying our charges until the end of the four-week notice period; and

21.1.3 you must pay all sums owing to us within one week of leaving the Home.

21.2 If you require alternative accommodation or care due to medical reasons or we are in breach of any of our material (serious) obligations under our agreement with you, you may leave the Home on less than 4 weeks' notice. In such event:

21.2.1 you must take your personal possessions with you when you vacate the Home; and

21.2.2 you are responsible for paying our charges until the date you vacate the Home.

21.3 In the event of death:

21.3.1 your room must be vacated, and your personal belongings collected within seven days. Our charges will be payable for the full seven days. If your personal belongings are not collected within seven days, we will collect your belongings from your room and store them for safekeeping until collection. We may apply a charge for the safekeeping of personal items;

21.3.2 Our charges will be payable by your estate or your next of kin. If there has been any overpayment, we will make a refund to your estate.

21.4 We may ask you to leave the Home if:

21.4.1 you cannot pay our charges and do not qualify for local authority funding;

21.4.2 you are privately funded, and you do not pay our charges when they are due.

21.4.3 you are responsible for paying the client contribution to us and do not pay it;

21.4.4 you cannot afford our charges in full; the local authority contribution does not cover our charges in full and no third party is willing to pay any additional fees.

21.4.5 having consulted with you, your representatives, and your primary healthcare team, we do not believe that the Home is able to meet your care needs.

21.4.6 having consulted with you, your representatives and other Service Users in the Home, your behaviour is such that we reasonably believe that your presence at the Home is seriously detrimental to the welfare of other residents of the Home.

21.5 If we ask to you leave the Home:

21.5.1 we will give you at least 4 weeks' written notice to do so, however such notice period may be reduced in the event that the Home is unable to meet your care needs;

21.5.2 you must vacate the Home and take your personal possessions with you before the end of the four-week notice period.

21.5.3 you are responsible for paying our charges until the date you vacate the Home; and

21.5.4 you must pay all sums owing to us within one week of leaving the Home.

22. AFTER YOUR STAY AT THE HOME

22.1 At the end of your stay at the Home, or on termination of your agreement with the Home, we will provide you with a statement of account. This will show any overpayments (payments which you have made in advance for a period you will no longer be at the Home) or any amounts owing from you to the Home.

22.2 We will pay you a pro rata refund of our charges for any period you have paid for, but charges are not due.

22.3 Where a refund is due in respect of a client contribution or payment by a Third Party of any additional fees, we will pay the refund to the person from whom we received the original payment.

22.4 Any amounts you owe to the Home will be payable within one week of leaving the Home.

22.5 Any refunds due to you will be paid no later than two calendar months after you have left the Home, subject to you provided us with any details we reasonably request to enable us to make the relevant payments.

23. COOLING OFF PERIOD

23.1 After you have signed this document, you have a "cooling-off" period of 14 days in which you can decide:

23.1.1 not to move into the Home, in which case we will refund any payments you have made to us;



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23.1.2 if you have already moved into the Home, to move out of the Home. In this case, you will be responsible for paying our charges for the period of time you were actually at the Home or 14 days, whichever is greater. This is to reflect our cost in preparing a room and the Home for your arrival.

23.2 During the first 14 days of your residency in the Home, we can give you no less than one weeks' notice that we require you to move out of the Home. In this case, you will be responsible for paying our charges for the full 14-day period.

24. COMPLAINTS

24.1 A copy of our complaint's procedure is available from the Home Manager and will be displayed within the Home.

25. PERSONAL INFORMATION

25.1 We will hold personal information about you in connection with your residency at the Home and your personal care. We will use the personal information you provide to us for the purposes of providing care and complying with the terms of our agreement with you only.

25.2 We will share your personal data only with relevant bodies.

26. THIRD PARTIES

26.1 This agreement is between you, your Representative, each Third Party and Meddyg Care. No other person shall have any rights to enforce any of its terms.

26.2 Each of the paragraphs of this agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

26.3 If we fail to insist that you perform any of your obligations under this agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

26.4 This agreement is governed by English & Welsh law. The parties agree to submit to the non-exclusive jurisdiction of the English & Welsh courts.



SCHEDULE 1 - FEES 2024-2025

PRIVATE FEES

PRIVATE FEES PER WEEK – EFFECTIVE FROM 01/04/24	
DEMENTIA NURSING (IN ADDITION LHB WILL PAY FNC CONTRIBUTION AT CURRENT RATE DIRECTLY TO MEDDYG CARE)	£1398.00
DEMENTIA RESIDENTIAL	£1398.00

METHODS OF PAYMENT

WEEKLY DIRECT DEBIT	Weekly Direct Debit is set up Via Go Cardless which will invoice a week in advance.	Please Mark with an X
MONTHLY STANDING ORDER or DIRECT DEBIT	Monthly Standing Order for a months fees in advance.	

Residents Name	
Signed	
Name	
Capacity in which you are signing the Private Service User Contract	
Date	

All fees are subject to review annually.



EXTRA SERVICES PRICE LIST

From 1st April 2024

SERVICE		PRICE	FREQUENCY
Additional Transport & Escort to hospital appointments, opticians etc	Driver per hour	£26.75	per appointment minimum 2 hours per staff
	Escort per hour	£26.75	
	Mileage per mile	45p	
Private Podiatry		£43.00	per appointment every 6 – 8 Weeks
Hairdressing	Men's Cut	£16.00	per appointment
	Men's Cut & Shave	£20.00	
	Ladies Cut	£24.00	
	Shampoo & Set/Blow Dry	£27.50	
	Shampoo, Full Cut, Set/Blow Dry	£36.00	
	Shampoo, Trim & Set/Blow Dry	£31.00	
	Perm	£52.00	
Tint	£52.00		
Toiletries Package	For all toiletries and suncream provided by Meddyg Care	£25.00	Per month
Toiletry Reminder Service	For Families providing their own	£2.50	Per month
Clothing and Personal Item Tags/Labels (to include fitting to all personal items)		£48.00	Per 48 Pack



Shopping Services		£22.50	Per Hour
Unpacking/Packing Services		£22.50	Per Hour
Weekly Tuck Shop Trolley		All items £1.10	
Storage	Personal Possessions awaiting collection (after 7 days)	£10	Per week
Specialist Equipment (e.g. suction machine)	Purchased as required & recharged at cost		As Required
Specialist Dementia Care (incl 1-1)	To be agreed as required	£26.75 per hour Double time on Bank Holidays	As Required
Postage	Invoices sent by Royal Mail	£1.50	As Required

Extra services will be reviewed annually