



RMBI Care Co.

Resident Terms and Conditions

Caring is our way of life

Kind Supportive Trusted

www.rmbi.org.uk





Welcome to RMBI Care Co.

The Royal Masonic Benevolent Institution Care Company (RMBI Care Co.) provides residential care, nursing care and residential dementia support to older Freemasons, their families and people in the wider community. One of the oldest charities in England, we have been caring for older people since 1842.

Today, we support over 1,000 residents across 17 care homes in England and Wales with a focus on wellbeing and quality outcomes. We treat each person as an individual. We believe that everyone should be able to enjoy later life and

we are here to help our residents stay as independent as possible. Above all, we live by our values - Kind, Supportive and Trusted. RMBI Care Co. is part of the Masonic Charitable Foundation (MCF, The Freemasons' charity.)

We strive to provide an inclusive environment for our residents, staff and anyone that comes into contact with RMBI Care Co. We aim to create a safe space where people share our values and can live authentically and we will be supportive of residents wishing to form and maintain relationships.

Important Notes:

This agreement (this “Agreement”) between The Royal Masonic Benevolent Institution Care Company (“RMBI Care Co.”), you (the “Resident”) and/or any other person who signs it, contains the terms and conditions under which you will be cared for and have accommodation in our Home.

The Terms and Conditions contained in this booklet is intended to be a binding document that imposes legal rights and obligations upon both RMBI Care Co., you and any other person who has signed to confirm they have received it. You and such other people should not, therefore, sign it if you or they are uncertain as to its contents or meaning, but should rather seek advice from a Solicitor or Citizens’ Advice Bureau.

If the Admission letter has been signed by (a “Third Party Contributor”), other than you, a Local Authority or the NHS, they are responsible for paying some or all of the Hotel Costs, Care Fees and other sums payable to RMBI Care Co. under this Agreement.

If the Admission letter has been signed by (a “Guarantor”) in addition to you and any Third Party Contributor is to be responsible for ensuring that all Hotel Costs, Care Fees and other sums payable to RMBI Care Co. under this Agreement.

If the Admission letter states a Resident is “Self Funded” the Hotel Costs and Care Fees are not being paid by a Local Authority or any other public body other than any NHS Funded Nursing Care Contribution (“FNC”) towards nursing care costs.

Terms and Conditions

1. Status of the Home

The Home is registered as a care home with the Care Quality Commission (CQC) if the Home is in England or the Care Inspectorate Wales (CIW) if the Home is in Wales.

2. The accommodation provided

2.1. In return for payment of the Hotel Costs provided for in this Agreement (as amended from time to time), RMBI Care Co. will provide:

- a. a furnished bed-sitting room and regular cleaning of it;
- b. food (see clause 6 below);
- c. laundry services, but not dry cleaning (if you request dry cleaning, it will be charged for as an additional fee at the rate notified by the Home at the time); and
- d. reasonable heat, light and electricity.

The Hotel Costs do not include fees for care. In relation to care and Care Fees, please see clause 7 below.

2.2. The room provided to you at the Home will be furnished, including at least a bed, a wardrobe, a chest of drawers, curtains and an armchair. However, at the discretion of RMBI Care Co., in relation to relevant safety considerations, you may bring your own items of furniture. Any items of furniture brought into the Home must comply with all relevant Safety Standards (for example, soft furnishings must be inherently fire retardant). RMBI Care Co. shall have the right to assess compliance with relevant Safety Standards at any time.

2.3. No kettles or toasters may be brought into the Home by or for you. Other electrical items must not be brought into the Home without having been approved in advance by RMBI Care Co. RMBI Care Co. shall have the right to assess safety of electrical items in accordance with relevant Safety Standards at any time and remove any items that are not safe in accordance with those Safety Standards. You should note that the Hotel Costs and Care Fees do not cover the cost of inspections of electrical equipment and you or any Third Party Contributor may be required to pay this cost as an additional fee.

2.4. RMBI Care Co. shall have the right (to be exercised through the Home Manager and subject to risk assessment) to remove from you any item of furniture or personal possessions which the Home Manager believes is a danger to you or others in the Home; storage or disposal of any such items will be discussed with you.

2.5. You may enter into an agreement with a telephone provider, but you will be responsible for all costs. You will also be responsible for any other rental agreement you enter into and its costs.

2.6. All rooms at the Home are provided with connection to TV aerials. A small number of RMBI Care Co. Homes are equipped to receive Sky TV, but if you are interested in this, you should check this with the Home Manager, because individual Sky TV installation presents particular problems. Where the Home's installation allows connection to Sky TV or other subscription entertainment services, the cost of receiving Sky TV or other subscription entertainment services shall be borne and paid by you.

2.7. Unless the Home's risk assessment recommends otherwise, you will be able to have a key to the door of your bed-sitting room. You are advised to lock your door when leaving your

room. Nonetheless, RMBI Care Co. staff will be entitled to enter your room, including (but not limited to) for the regular cleaning of your room that is included in the Hotel Costs (as amended from time to time).

2.8. Decoration is the responsibility of RMBI Care Co. You will be consulted before your room is redecorated and a choice of colour scheme will be offered where possible.

3. Clothing/Personal Items

Your personal clothing must be clearly labelled with your name and documented on admission to the Home. A member of staff should be informed of, and shown, any additional clothing or articles brought into the Home for you, for the purpose of documenting them. You will need to ensure your clothes are clearly labelled with your name throughout your stay in the Home.

4. Residency

4.1. Residence in the Home does not constitute a tenancy of your room or any other part of the Home. You will occupy your room as a licensee only and shall not have exclusive possession of your room or any other part of the Home. RMBI Care Co. shall have access to your room at any time, whether in order to provide the agreed services or otherwise.

4.2. Dependent on availability at the Home, you may choose to move bed-sitting room if it is suitable and safe for you to do so, taking into account your needs. Under certain circumstances RMBI Care Co. may require you to move into another room, for example in the following circumstances:

a. if you enter care with a partner into a double bed-sitting room, you will be asked to move if your partner dies or requires

long term care elsewhere. If, having been asked to move, you choose not to do so, you or any Third Party Contributor will be required to pay RMBI Care Co.'s full Hotel Costs for the double room even though only one person is occupying it; or

b. if your care needs change and you require more help and assistance day to day to carry out tasks you were previously able to do for yourself; or

c. if RMBI Care Co. is carrying out refurbishment or upgrading of the room or area of the Home.

Though ultimately it will be RMBI Care Co.'s decision, where practicable, there will be discussion with you before any such room move takes place. You will be given at least one month's notice in writing of any proposed change and the reason for the proposed change, unless it is necessary, clinically or otherwise, for you to be moved as a matter of urgency.

5. General Practitioner ("GP")

You may retain or choose your own GP where practicable. The Home will assist you to find a GP if you so wish.

6. Food

As referred to in clause 2.1 above, in return for payment of the Hotel Costs provided for in this Agreement (as amended from time to time), RMBI Care Co. will provide such food as is normally required by a resident of a care home. RMBI Care Co. will provide necessary special diets as required. Normally three cooked meals, or two hot and one cold, are provided daily. Meals are usually served in the dining room but will be served in your room if that is your wish and the Home Manager considers it is practicable to do so.

7. Personal and Nursing Care

7.1. Prior to admission you will need to have a detailed assessment of your care needs so that RMBI Care Co. can establish which category of care is appropriate for you in the Home. The level of Care Fees that are charged by RMBI Care Co. at commencement of your stay at the Home in return for providing care to you will depend upon the outcome of this assessment. During the term of this Agreement, RMBI Care Co. will carry out periodic further assessments of your care needs and the outcome of such further assessments may lead to a change in the care provided to you and a corresponding change to the Care Fees that are charged by RMBI Care Co. in return for providing your care at the Home.

7.2. Following the pre-admission assessment referred to in clause 7.1 above, a care plan will be produced for you setting out your assessed care needs and the care to be provided to you at the Home as a result. Following the subsequent assessments referred to in clause 7.1 above, the care plan for you will be updated as a result.

7.3. If you require nursing or more comprehensive care than the level of care provided in return for the Care Fees being paid by or for you at any time, RMBI Care Co. will endeavour to arrange, as far as it is practicable, for this to be provided and you or any Third Party Contributor will be required to pay an increased fee (see clauses 9 and 9.1 below), though the amount you or any Third Party Contributor have to pay will be reduced by any NHS Funded Nursing Care Contribution ("FNC") that RMBI Care Co. receives and retains as referred to in clause 7.4 below.

7.4. If at any time nursing care is required as a part of the package of care to be provided to you, RMBI Care Co. will, where practicable, inform you by no later than four weeks after your admission to the Home of any FNC that RMBI Care Co. is

aware is to be paid by the NHS for you. Where it is not possible to inform you within the four week period, you will be notified as soon as it is practicable. In addition and without prejudice to RMBI Care Co. rights to increase Care Fees under clause 9 or 9.1 below, any FNC that RMBI Care Co. receives for you and retains will be deducted from the fees applicable to Nursing Care otherwise charged to you or any Third Party Contributor, but you or any Third Party Contributor will need to pay for the rest of RMBI Care Co.'s fees for such care. Details of any FNCs and any liability you or any Third Party Contributor have to pay for nursing care will be appended to your monthly statement of fees from RMBI Care Co.

8. Fees

Timing and payment method

8.1. Hotel Costs and Care Fees must be paid monthly in advance by direct debit. The direct debit collection schedule will be issued upon admission.

8.2. Hotel Costs and Care Fees are calculated on a daily basis. Any part of the day of arrival or departure constitutes one full day's stay at the Home. Monthly Direct Debit payments of Hotel Costs and Care Fees are calculated by dividing the weekly fees by 7 and multiplying by the number of days in the relevant month. For payments by Direct Debit, payment will be taken on or about the 5th working day of each month.

8.3. Fees and charges, other than Hotel Costs and Care Fees, will be charged monthly in arrears and must be paid by Direct Debit within the first five working days of each month.

8.4 Where invoices are submitted to a Guarantor, the fees are payable within seven days after receipt of the invoice.

8.5. Before you are admitted to the Home, you and any Third Party Contributor must put in place a Direct Debit for payment of Hotel Costs and Care Fees and other fees and charges payable under this Agreement.

8.6 . For a Respite stay to be replaced by a Long Term stay, you must apply separately for the Long Term stay and leave the Home at the end of the Respite stay, only returning to the Home when RMBI Care Co.'s requirements for commencement of the Long Term stay have been completed, including signature of this Agreement, as well as the advance Hotel Costs and Care Fees as required by clause 8.1 above.

Contributions to Local Authority Funding

8.7. In this Agreement, "Local Authority Funding" means the amount that a Local Authority has agreed to pay towards RMBI Care Co.'s fees during your stay in the Home, as amended from time to time, but does not include NHS Continuing Health Care funding or NHS Funded Nursing Care Contribution funding.

8.8. If at any time a Local Authority is funding, or proposing to fund, your stay in the Home but, whether at the beginning of any Local Authority Funding or at any time thereafter for whatever reason, the amount, or proposed amount, of the Local Authority Funding is less than:

a. the Hotel Costs for the room that you are occupying, or you are going to occupy (and other items covered by the Hotel Costs)

plus

b. the Care Fees for the care that you are receiving or are going to receive, RMBI Care Co. shall be entitled, but not obliged, to require that:

c. any Third Party Contributor; and/or

d. in the circumstances referred to in clause 8.10 below, you, enter into an agreement with such Local Authority (a “Local Authority Contribution Agreement”) in which such Third Party Contributor or you (as the case may be) agrees to pay the difference between the amount, or proposed amount, of the Local Authority Funding and the aggregate of such Hotel Costs and Care Fees.

8.9. Furthermore, you agree that at all times, if RMBI Care Co. requires by notice to you, you or a Third Party Contributor will have a valid agreement with such Local Authority for the difference between the amount of the Local Authority Funding and the aggregate of the Hotel Costs and the Care Fees. So if at any time after RMBI Care Co. has given a notice as referred to in this clause 8.9, for whatever reason the difference between:

a. the Hotel Costs for the room that you are occupying (and other items covered by the Hotel Costs) plus the Care Fees for the care that you are receiving; and

b. the amount of the Local Authority Funding changes

(because of changes in one or more of the Hotel Costs, the Care Fees or the amount of the Local Authority Funding) and payment of the difference is not provided for in the Local Authority Contribution Agreement:

c. any Third Party Contributor; and/or

d. in the circumstances referred to in clause 8.10 below, you, shall accordingly enter into a new Local Authority Contribution Agreement with such Local Authority in which such Third Party Contributor or you (as the case may be) agrees to pay the revised difference between the amount of the Local Authority Funding

and the aggregate of such Hotel Costs and Care Fees.

8.10. The circumstances in which RMBI Care Co. may require you under clause 8.8 or 8.9 above to enter into a Local Authority Contribution Agreement will be those circumstances in which, from time to time, it is legally permissible for you to do so.

8.11. On 16 February 2017 the circumstances referred to in clause 8.10 above were as follows (but they may change in the future, in which case RMBI Care Co. will notify you when requiring you to enter into a Local Authority Contribution Agreement):

- a.** during a 12 week disregard period when a property is being disregarded by your Local Authority in determining your eligibility for Local Authority funding for you, or
- b.** where there is a “deferred payment agreement” in place (usually an agreement between you and your Local Authority) but subject to the terms of the “deferred payment agreement”;
OR
- c.** where you are receiving accommodation at the Home under section 117 of the Mental Health Act 1983.

8.12 If a Local Authority Contribution Agreement required under clause 8.8 or clause 8.9 above is not entered into by a Third Party Contributor and/or (in the circumstances referred to in clause 8.10 above) you within 28 days after RMBI Care Co. gives any Third Party Contributor and/or you notice of such requirement then (in addition and without prejudice to RMBI Care Co.’s other rights and remedies) RMBI Care Co. may in its absolute discretion:

- a.** terminate this Agreement by giving you no less than 14 days’ notice in writing;
OR

b. if you have a higher standard of room (some of RMBI Care Co.'s rooms at Homes are premium rooms charged at a higher rate) than the standard of room at the Home that any Local Authority Funding covers, change your room at the Home to one of a standard where the Hotel Costs for that room are not more than the amount, or proposed amount, of the Local Authority Funding if such a room is available at the Home at the relevant time.

8.13. If any of the Local Authority Funding covers any period for which you and/or any Third Party Contributor have already paid in full then, except to the extent (if any) that RMBI Care Co. is legally required to refund more, RMBI Care Co. will refund to you (or your Third Party Contributor, as the case may be) any amount that the Local Authority pays RMBI Care Co. for that period, but not any more than the Local Authority actually pays RMBI Care Co.

General in relation to Local Authority Funding

8.14. If RMBI Care Co. has been informed that Local Authority Funding will be provided when this Agreement is signed, that should be stated in the Agreement Schedule.

8.15. If at any time the Local Authority Funding changes (whether for the future, or for past periods of your stay at the Home) you or any Third Party Contributor must notify RMBI Care Co. of that change in writing promptly and in any event within seven days after the change happens.

8.16. If at any time the Local Authority Funding ceases (whether for the future, or for past periods of your stay at the Home), you and any Third Party Contributor will be liable for the entirety of the Hotel Costs and Care Fees except for amounts that the Local Authority has paid.

NHS Continuing Health Care Funding (“CHC”)

8.17. On or following your admission to the Home you may be assessed as eligible for NHS ‘Continuing Health Care’ (“CHC”) funding. Please note this type of funding is subject to regular review and may be withdrawn at any time. CHC funding does not cover personal expenses (see, for example, clauses 2.3, 2.5, 2.6 and 13 in these Terms and Conditions).

8.18. If at any time the amount of the CHC funding provided for you is, is proposed to be or becomes, for whatever reason, less than the Hotel Costs and Care Fees for:

- a. the room at the Home that you are occupying; and
- b. the care and other items and services provided to you in return for the Care Fees and the Hotel Costs, RMBI Care Co. may exercise its rights not to accept you into the Home or to terminate this Agreement and require you to leave the Home on not less than four weeks’ notice in accordance with clause 23.4a below unless an arrangement acceptable to RMBI Care Co. is made for RMBI Care Co. to be paid the entire Hotel Costs and Care Fees or for the services that RMBI Care Co. provides to you to be reduced to bring the Hotel Costs and Care Fees into line with the CHC funding.

8.19. If at any time during your stay at the Home the CHC funding for you ceases (whether for past or future periods of your stay at the Home), you and any Third Party Contributor will be liable for the entirety of the Hotel Costs and the Care Fees, except for amounts that the CHC funding has paid.

Timing of payment and interest on late or non-payment

8.20. Any sums payable to RMBI Care Co. by the Payer that are not collected by Direct Debit must be paid by the Payer to RMBI

Care Co. within 14 days after the date of the relevant invoice.

8.21. Without prejudice to RMBI Care Co.'s other rights and remedies which at all material times RMBI Care Co. shall be at liberty to pursue in addition to or in the alternative, RMBI Care Co. shall have the right to charge interest at the rate of 4% per annum above the base rate of the Bank of England from time to time on sums still outstanding after the date they are due for payment; if charged, such interest will be calculated on a day to day basis from the date the outstanding sums were due for payment.

9. Variation of Fees

Provided there are no changes to your needs or the services you require, your fee is fixed from the date of your admission to the 1st April for the first year. We will review and increase the fee once a year in April by 5% per annum.

For example, where your fee is £1,000 per week after the 1st April your new fee will increase by £50 per week and your new fee will be £1,050 per week. This equates to an increase of £2,607 over the year.

We will write to you by 1st March each year to confirm the changes arising from our annual review and the new rates which will apply from 1st April each year.

This review is separate to any change in your fee which occurs because of a change in your individual care needs.

9.1. Hotel Costs, Care Fees and other fees and charges may also be reviewed during the course of any 12 month period:

a. to increase or reduce them if you have changed room at the Home to a room that RMBI Care Co. charges a different level of

Hotel Costs for; and/or

b. We may also increase the fee by a fair and reasonable amount where a significant and unexpected change occurs in the law or the regulation of the Home which results in a significant increase in our costs. This increase will only occur if it was not already captured as part of our annual review. We will give you at least one month's notice of any such change.

c. Where we believe using our professional judgement that your needs have increased and the services you want or require mean that your original category of care is no longer suitable, we will discuss our assessment with you and explain the changes we believe are necessary. We will also confirm how this will affect your fees and any additional payments that will need to be made. Where you receive financial assistance from the Local Authority or NHS, we will also notify them as it may be appropriate for them to arrange their own assessment.

If your health improves or your social care needs decrease over time, we will similarly review whether your existing category of care is appropriate and whether, based on your increased independence, it is suitable to reduce your fees.

We will give you at least one month's notice in advance of any changes to your care services and we will charge the new fees one month's from period of notice on which we make the changes to your care package. It may be necessary to make changes more quickly to ensure your health and safety and personal wellbeing. If we need to make the changes to your care package or on shorter notice with your consent. In all circumstance, we will give you as much notice as reasonably possible of the changes and the impact this has upon your fees.

If we have implemented a change on shorter notice and you do not agree to the proposed changes, you can choose to leave the

Home immediately, without having to pay the increased fee.

If you have concerns with our assessment of our care needs and the proposed changes, please contact the Home Manager to discuss your concerns.

If we are unable to reach an agreement on your needs, your care services and the revised fee, you are welcome to arrange an independent assessment via the Local Authority or your GP at your own cost if any. We will maintain the original fee until the outcome of any independent review provided it is completed within one month of our proposed change.

If the independent assessment confirms our findings, you will pay the revised fee, which will be backdated to the date of our original assessment. If the independent assessment rejects the findings in our assessment, we will withdraw the proposed change to your care services and fee. In all circumstance where you do not agree to the proposed change you can choose to leave the Home by giving notice in the normal way.

9.2. In relation to fee and charge increases under clause 9 or 9.1 above, RMBI Care Co. will give you and any Third Party Contributor a minimum of one month's written notice of any changes in fees or charges unless, in the case of increases under sub-clause 9.1a or 9.1b above, it is not practicable to do so, in which case you and any Third Party Contributor will be notified as soon as it is practicable. A statement of the reasons for any such increase will be included in the notice.

10. Absence in hospital

10.1 If you require hospital treatment, RMBI Care Co. will retain your accommodation at the Home until you give notice of termination of the Agreement or it becomes apparent to the Home that you will not return to the Home (see clause 23

below). RMBI Care Co. cannot adjust its fixed costs while residents are in hospital; therefore the full Hotel Costs are payable for all periods of hospital admission.

10.2 If you give RMBI Care Co. at least 28 days' advance notice of absence from the Home for hospital treatment, RMBI Care Co. will cease charging Care Fees from the day after you go into hospital and will recommence charging them when you return to the Home from hospital. If you do not give such 28 days' advance notice of absence for hospital treatment, then RMBI Care Co. will cease charging Care Fees from the 7th day after you go into hospital and will recommence charging them when you return to the Home.

11. Holidays and other non-hospital absences

11.1. If you are away from the Home for holiday or other non-hospitalisation reasons, the full Hotel Costs are payable while you are away.

11.2. It will be helpful if you tell the Home Manager where you are going and how long you plan to be away for.

11.3. If you give RMBI Care Co. at least 28 days' advance notice of absence from the Home for holiday or other non-hospitalisation reasons, then RMBI Care Co. will cease charging Care Fees from the day after you go away until you return to the Home. If you do not give such 28 days' advance notice of absence, then RMBI Care Co. will cease charging Care Fees from the 7th day after you go away and will recommence charging them when you return to the Home.

12. Arrangements on death

12.1. In the event of your death this agreement will end, and we will charge the fees calculated on a daily basis for a minimum of

three days and until your room is cleared up to a maximum 10 days. We will not charge you for any days where another resident has moved into the room.

If the person who deals with your estate needs longer than 10 days to make arrangements, they can discuss this with the Manager and agree an extension in writing.

a. any outstanding Hotel Costs, Care Fees or other sums payable by you to RMBI Care Co. will be charged to, and payable by, your estate;

b. after deduction of any sums payable as referred to in this clause 12.1, any over-payment at death will be repaid to your estate after probate or administrative procedures have been completed, or if it was paid by a Third Party Contributor, will be repaid to such Third Party Contributor;

c. If your family or friends are not able to collect your personal belongings within 10 days, we can store small items for a period of up to 28 days at no additional cost, so that they can be collected at a more convenient time. We will confirm with the person who is dealing with your estate in writing the date for collection within 28 days.

d. If we are unable to contact the people responsible for handling your estate or if they are unwilling to collect your belongings within the 28 days from our written notice, we will send a written reminder before we sell or donate the items giving your estate reasonable notice of our intention. Any costs associated with the disposal will be charged to your estate. We will pass any proceeds of sale onto your estate after we have settled any outstanding sums owed to us.

13. Personal requirements

13.1. In addition to the fees referred to elsewhere in this Agreement, RMBI Care Co. shall have the right to charge to you or any Third Party Contributor any additional costs incurred in providing additional goods or services. For example, but without limitation, you or any Third Party Contributor will be required to pay for:

- a. personal products bought from the Home;
- b. satellite or cable television; and
- c. newspapers, clothing and any other items of a luxury or personal nature.
- d. taxis for private or external medical appointments
- e. the cost of members of staff where required to accompany residents for private or external medical appointments you will be charged at the Home's hourly rate available from the Home Manager.

13.2. Furthermore, some services, such as physiotherapy, chiropody and hairdressing may be provided by third parties, not by or on behalf of RMBI Care Co., and you or any Third Party Contributor will need to pay the relevant physiotherapist, chiropodist, hairdresser or other supplier direct for those services.

14. Medicines

14.1. RMBI Care Co. will take charge of, and administer, all your prescribed medication unless, following your request to do so yourself and an assessment by the Home, the Home and your GP agree that you can do so. If it has been agreed that you will retain and administer your own medicines, you must keep them

in the lockable cabinet provided in your room and you must ensure this remains locked whenever you are not in the room.

14.2. Except in the case of negligence or breach of this Agreement by RMBI Care Co. or any of its agents or its staff, RMBI Care Co. shall not be liable for the misuse of medicines which are kept by you.

15. Personal mobility

15.1. Unless your care assessment has indicated that you should not leave the Home unescorted, you are free to go out alone but in those circumstances RMBI Care Co. does not accept responsibility for your safety away from the Home unless the journey and any necessary supervision are arranged by the Home, in which case RMBI Care Co. does not exclude its liability for negligence or breach of this Agreement.

15.2. For health and safety reasons, you are required to inform a member of RMBI Care Co.'s staff at the Home whenever you go out from the Home.

15.3. You are required to abide by RMBI Care Co.'s safety notices and instructions based on RMBI Care Co.'s risk assessment of you and RMBI Care Co.'s health and safety requirements.

15.4. Mobility aids, such as electric wheelchairs and scooters, ("Mobility Aids") may be allowed into the Home at the absolute discretion of the Home Manager. Where you are permitted to use Mobility Aids by the Home Manager, you are required to follow the relevant policy of the Home, which is there to seek to ensure risks associated with the use of such Mobility Aids are minimised to an acceptable level. If you fail to comply with the Home's policy on this matter, it could lead to the right to use this type of Mobility Aid within the Home being withdrawn, in the absolute

discretion of the Home Manager.

15.5. The size and specification of Mobility Aids varies considerably, as does their appropriateness for use inside or outside of the Home. You must seek the advice of the Home Manager before acquiring Mobility Aids you expect to use at the Home.

15.6. RMBI Care Co. strongly recommends you take out insurance if any Mobility Aids are to be used on any roads, whether or not they are public highways. RMBI Care Co. does not recommend or endorse any particular insurance provider.

15.7. RMBI Care Co. and the Home Manager cannot advise on the use of Mobility Aids outside the Home.

16. Insurance

Due to the limited nature of the cover provided by RMBI Care Co. in respect of the personal belongings and valuables of residents at the home, it is strongly recommended that you arrange your own insurance for your personal possessions. RMBI Care Co. does not recommend or endorse any particular insurance provider. The cover that will be provided under RMBI Care Co. is as follows and subject to an excess of £100 -

- Damage to residents personal belongings, furniture including personal money not exceeding £100 excluding bankers cards credit and debit cards. The cover is limited to any one article of £1,000 and the maximum the insurance company may agree to pay is limited to £2,500.
- Jewellery or valuables belonging to a resident entrusted to RMBI Care Co. and in our control in the home is limited to any one item of £1,000 and limited to £2,500. We strongly recommend that anything of value to the resident is not kept

at the home.

17. Personal Finances and Possessions

17.1. RMBI Care Co. shall not be responsible in any way for your cash, credit cards, cheques, certificates, bonds, deeds, documents or other personal possessions, except in the case of negligence or fraud or breach of this Agreement by RMBI Care Co. or any of its agents or its staff.

17.2. RMBI Care Co., its agents and staff will not advise you in relation to your personal finances and accordingly RMBI Care Co. does not accept responsibility for your personal finances.

18. Information and data protection

18.1. You are required to provide information necessary to manage all aspects of service delivery to you and to agree that this information may be entered, processed and stored by RMBI Care Co. in accordance with the Access to Health Records Act 1990 and the Data Protection Act 1998 (and any replacement legislation) and we will use the information to formulate an individual Care Plan to assist us to provide you with care.

18.2. You are also asked to provide details of any social, religious or cultural traditions that you require to be kept.

18.3. As noted above RMBI Care Co. gathers information relating to you to manage all aspects of service delivery to you. This includes processing information for any registration or booking which is made and for the purpose of issuing invoices and generally for the purpose of your stay at the Home. It is also used to communicate with you, and any other person on any matter relating to the arrangements concerning your stay, including for medical purposes and for the purpose of communication with general practitioners and other health

professionals and with people who in the circumstances owe a duty of confidentiality which is equivalent to that which would arise if that person were a health professional. References in this clause 18.3 to RMBI Care Co. include reference to its agents and subcontractors.

18.4. If RMBI Care Co. business, or any part of it including the Home, is sold or integrated with another business, details of you, and any other relevant person, may be disclosed to RMBI Care Co. advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

18.5. If any of the information that you or any other person provides to RMBI Care Co. changes, please let RMBI Care Co. know the correct details in writing.

19. Pets

If agreed by the Home Manager in his or her absolute discretion, a pet may be brought into the Home. If you then do so, you must comply with RMBI Care Co.'s policy on pets (as amended from time to time). If you fail to comply with RMBI Care Co.'s policy on pets (as amended from time to time), or the Home Manager believes that your pet is a hazard or nuisance to any residents, staff or visitors at the Home, the Home Manager may in his or her absolute discretion withdraw permission for you to have your pet in the Home, in which case your pet must be removed from the Home within seven days of request, or immediately in the case of an emergency.

20. Private cars

20.1. You are free, should you so wish, to retain ownership of a car for your use. Parking facilities at the Home, however, may not be available. This should be discussed with the Home Manager because you will require permission of RMBI Care Co. to park at

the Home and any parking facility provided may be withdrawn by RMBI Care Co. at any time in RMBI Care Co.'s discretion (including, but not only, in the circumstances described below). Furthermore:

- a. any parking facility provided may be withdrawn by Home Manager on behalf of RMBI Care Co. if your vehicle appears to the Home to be unroadworthy, illegal or is causing an obstruction, or if RMBI Care Co. becomes aware that your driving licence is revoked or becomes invalid; in those circumstances you must arrange for your car to be taken away from the Home; and
- b. the parking facilities at the Home are not made available for, and must not be used for, your family members or other visitors to park their cars otherwise than when they are actually visiting you.

20.2. Whether or not you drive your car, or allow anyone else to do so, is your decision and entirely your responsibility and it is not something covered by RMBI Care Co.'s services to you. Consequently, RMBI Care Co. does not accept any responsibility for your car, or for you or others driving it. However, if as a result of an assessment of your capacity by RMBI Care Co., RMBI Care Co. believes that you do not, or may not, have adequate capacity to drive a car, RMBI Care Co. shall have the right (but not the obligation) to inform your GP of RMBI Care Co.'s belief.

21. Assets/Property

RMBI Care Co. will wish to be satisfied that, as far as reasonably possible, funds are available to pay the fees and charges throughout the period that you are cared for at the Home. For this reason:

- a. you hereby warrant that the information about your assets and other finances that you provided in your application for

admission to the Home was true, not misleading and, in all material respects, complete; and

b. you hereby undertake to inform RMBI Care Co. promptly if any such information changes.

22. Complaints

22.1. If you have a complaint, RMBI Care Co. has a complaints policy and procedure, which will be given to you when your stay at the Home begins.

22.2. If you are not satisfied with RMBI Care Co.'s response to your complaint or your complaint is not resolved to your satisfaction by RMBI Care Co.:

a. if you or a Third Party Contributor pays all or part of your fees, you may refer your complaint to the Local Government Ombudsman (www.lgo.org.uk); and

b. if a Local Authority pays all or part of your fees, you may refer your complaint to that Local Authority and, if you are unhappy with the outcome of your complaint, you may refer it to the Local Government Ombudsman (www.lgo.org.uk).

23. Termination of Agreement

23.1. This Agreement will continue in force until terminated by you or RMBI Care Co. in accordance with this clause 23 or clause 8.12 or 30.2 of these Terms and Conditions.

23.2. For Long Term stays, you will be admitted to the Home for an initial one month trial period. During the trial period either party may terminate this Agreement by giving the other party at least seven days' written notice of termination, at the end of which you shall vacate the room and leave the Home.

23.3. After the trial period referred to in clause 23.2 above, you shall have the right to terminate this Agreement:

- a.** by giving at least 28 days' written notice of termination to RMBI Care Co. without needing any reason; or
- b.** by giving at least 14 days' written notice of termination to RMBI Care Co. after a material breach of this Agreement by RMBI Care Co. has continued for at least 30 days after you have notified RMBI Care Co. in writing of the breach and required RMBI Care Co. to remedy it.

23.4. After the trial period referred to in clause 23.2 above, the RMBI shall have the right to terminate this Agreement:

- a.** by giving at least 28 days' written notice of termination to you without needing any reason; or
- b.** by giving at least 14 days' written notice of termination to you if any amount lawfully due to RMBI Care Co. is not paid within 30 days after RMBI Care Co. has given you written notice that the payment is overdue and requesting payment; or
- c.** by giving at least 14 days' written notice of termination to you after a material breach of this Agreement by you has continued for at least 30 days after RMBI Care Co. has notified you in writing of the breach and required you to remedy it; or
- d.** by giving at least 14 days' (or a shorter period if reasonable in the circumstances) written notice of termination to you if, following a review of your health and care needs, in the Home Manager's opinion your needs cannot reasonably be met by the services and facilities provided by the Home; or
- e.** by giving at least 48 hours' written notice of termination to you if, in the Home Manager's opinion, your behaviour or that

of any of your visitors is or could be detrimental to the welfare or peaceful enjoyment of other residents or to the welfare of the Home's staff.

23.5. If you leave the Home without giving the required notice, payment of the Hotel Costs will still be required for the period of notice that you should have given.

24. Leaving the Home, fees & refunds following termination

24.1. If this Agreement is terminated:

- a.** you must leave the Home immediately at the end of the period of termination notice and all sums due to RMBI Care Co. which have not been paid must be paid on, or before, that date; and
- b.** you and any Third Party Contributor will be charged, and must pay, for any costs arising because of your failure to leave (including, without limitation, for any care provided) and Hotel Costs for such period of failure; and
- c.** in addition to the Hotel Costs and Care Fees payable in respect of any termination notice period, you and any Third Party Contributor will be charged the Hotel Costs from the day you leave the Home for a minimum of seven days or until the room you occupied is fully cleared (if later), provided that RMBI Care Co. shall not charge you Hotel Costs twice for any particular day and if a new occupier begins occupying that room after you have left the Home but before such seven days have expired, RMBI Care Co. will not charge under this clause 24.1c for, and shall refund the amount of any payment received under this clause 24.1c in respect of, any days after such new occupation begins; and
- d.** it is your responsibility to ensure that all your personal

possessions are collected from the Home within seven days after you leave. RMBI Care Co. shall have the right to charge for any reasonable storage costs beyond the seven days. Any personal possessions that are not collected from the Home within three months (or such shorter period as RMBI Care Co. notifies to you owing to there being insufficient storage space at the Home) after you leave the Home will be donated to charity or disposed of at RMBI Care Co.'s discretion and RMBI Care Co. shall have no obligation to pay their value to you or account to you for any value received; and

e. if you or a Third Party Contributor have paid for a period in advance which extends beyond the date when the notice of termination expires, provided that you have left the Home and your room is cleared, you or such Third Party Contributor (as the case may be), after deduction of any sums payable to RMBI Care Co. under this Agreement, shall be entitled to a pro-rata refund for the period from when charging ceases under clause 24.1c above until the end of the period paid for in advance.

24.2. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

25. Notices

25.1. Any notice to you will be validly given if sent by special delivery post or hand delivered to you. Notices sent by post will be deemed to be received forty-eight (48) hours after posting.

25.2. Any copy of a notice sent for information to (as applicable) any Guarantor or any Third Party Contributor, and any invoice or other correspondence to any such person, may be sent by first class post or hand delivered and, if posted, will be deemed to be

received forty-eight (48) hours after posting.

26. Liability

26.1. Nothing in this Agreement shall limit or exclude liability of RMBI Care Co. for:

- a.** death or personal injury resulting from negligence by RMBI Care Co. or by RMBI Care Co.'s agents or staff; or
- b.** any breach of the obligations implied by section 17 of the Consumer Rights Act 2015 (Trader to have right to supply the goods etc); or
- c.** any breach of the obligations implied by section 49 of the Consumer Rights Act 2015 (Service to be performed with reasonable skill and care); or
- d.** losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- e.** fraud or fraudulent misrepresentation; or
- f.** any other matter for which it would be illegal or unlawful to limit or exclude, or attempt to limit or exclude, RMBI Care Co.'s liability.

26.2. If RMBI Care Co. fails to comply with this Agreement, RMBI Care Co. is responsible for loss or damage you suffer that is a foreseeable result of RMBI Care Co. breaking this Agreement or RMBI Care Co. failing to use reasonable care and skill but, subject to clause 26.1 above, RMBI Care Co. is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Agreement was made, both RMBI Care Co. and you knew it might happen, for example, if you discussed it with RMBI

Care Co. before this Agreement was entered into.

26.3. Subject to clauses 26.1 and 26.2 above, if RMBI Care Co. is liable to you or any other person in respect of any loss of, or damage to, your belongings, RMBI Care Co.'s total liability to you or such other person in respect of such loss or damage shall be limited to £1,000 per incident and to £10,000 in total for all claims.

26.4. Subject to clauses 26.1, 26.2 and 26.3 above, if RMBI Care Co. is liable to you or any other person under this Agreement or otherwise arising out of or in connection with your stay at the Home, RMBI Care Co.'s total liability to you and any such other person under this Agreement or otherwise arising out of or in connection with your stay at the Home shall in no event exceed £1,000,000 however such claims arise, including breach of contract or in tort (negligence or other tort), misrepresentation or breach of statutory duty.

27. Gifts and Signing of Legal Documents

27.1. Neither the Home nor any of its staff are permitted to accept gifts from any residents. However, where gifts are given to the Home generally or to the Home's staff on a group basis, these should be handed to the Home Manager and will be recorded.

27.2. The Home's staff are not authorised to sign as a witness to any wills or other legal documentation (other than this Agreement) which relates to you or any other person.

28. Conduct and Policies

28.1. On admission to the Home, you will have been provided with copies of the Home's policies in relation to various matters, including consumption of alcohol, smoking, illegal substances,

discrimination and behaviour.

28.2. For the protection of all residents at the Home and the Home's staff, behaviour by you or any of your visitors that is deliberately disruptive, or involves violence, intimidation, harassment or abuse of any kind, whether physical or verbal, cannot be tolerated and will be a material breach of this Agreement.

28.3. Any smoking by you or any of your visitors in areas not permitted by the Home's policies from time to time will be a material breach of this Agreement.

28.4. RMBI Care Co. shall have the right to take appropriate action against you, or any of your visitors, in order to protect the Home's staff and other residents, where your or your visitors' actions, breach any of the policies referred to in this clause 28 or which are provided to you from time to time.

29. Liaison contact

RMBI Care Co. asks that you notify the Home Manager of the person you would like us to liaise with in relation to your care and review and update those details on a regular basis.

30. Variation

30.1. As well as RMBI Care Co.'s rights to alter fees and charges, RMBI Care Co. shall have the right to vary:

a. the terms of this Agreement; and/or **b.** any of the policies provided to you, from time to time if, in RMBI Care Co.'s opinion, it is necessary or appropriate to do so:

c. to deliver effective and efficient care services in line with assessed needs; or **d.** to adapt to new or changed legislation or

regulatory requirements.

30.2. When making any variation under this clause 30, RMBI Care Co. will, where possible, notify variations in writing, together with a statement of the reasons for any such change, at least 90 days in advance and variations will take effect under this Agreement from the date stated in the notice unless before that date you give to RMBI Care Co. 28 days' written notice to terminate your stay at the Home and this Agreement and leave the Home before, or at the end of, that 28 day period.

31. Equal Opportunities

RMBI Care Co. supports the principle of equal opportunities and opposes all forms of unlawful discrimination, including (but not limited to) any unlawful discrimination on the grounds of:

age
sex
race
colour
ethnic or national origins marital status
disabilities
sexual orientation political belief
religious or similar beliefs (or lack of them).

32. General

32.1. RMBI Care Co. shall not be held liable for failing to perform this Agreement in an event or circumstance beyond its reasonable control, including (without limitation) local emergency or disaster.

32.2. All provisions of this Agreement shall be binding upon and endure for the benefit of the parties to this Agreement and their respective personal representatives and other successors in title.

32.3. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision pursuant to this clause 32.3 shall not affect the validity and enforceability of the rest of this Agreement.

32.4. Except as expressly set out in this Agreement, no remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy and each and every remedy will be cumulative and will be in addition to every other remedy given under this Agreement or existing at law or in equity, by statute or otherwise.

33. Governing Law

The terms and conditions contained in this Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the jurisdiction of the English courts.



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