

# STATEMENT OF PURPOSE



**THE OAKS**  
CARE HOME

**Llanidloes Road  
Newtown  
Powys  
SY16 1HL**

**Manager Contact details:**

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Service Provider: The Oaks (Newtown) Limited

Legal Entity: The Oaks (Newtown) Limited

Company Number: 11347863

Registered Office: Suite 405, Chadwick House Birchwood  
Park, Warrington, Cheshire, WA3 6AE

Responsible Individual: Mrs Jennifer Roberts

Registered Manager: Daniel Hart

Name of Service: The Oaks Care Home

Address of Service: Llanidloes Road, Newtown, Powys, SY16  
1HL



## Message from Ben, James and Richard

We would like to extend a warm welcome to residents, families and friends to The Oaks Care Home. We have a wealth of experience in the care sector and extensive knowledge of how people should be cared for in the modern care home environment.

We have harnessed our combined experiences to provide this luxury care home in Newtown, Powys to meet local needs and increasing demands. We have created a home that we would be happy for our loved ones to live.

Our aim is to provide the same standards of care, comfort and compassion that you would expect in your own home. Our focus will always be on our resident, cared for by knowledgeable, gentle, friendly and motivated staff within a loving, welcoming environment.

You can be assured that whether it is the quality of the development, the high calibre of staff we have recruited, the facilities available to promote health and well-being, no stone has been left unturned in the development of The Oaks.

Kind Regards

Three handwritten signatures in cursive script, arranged horizontally. The first signature is the most legible, appearing to be 'B. C. W.'. The second signature is more stylized and less legible. The third signature is also stylized and less legible.

## **Our Management Team**

The Oaks (Newtown) Ltd

### **Directors**

Ben Challinor

James Parkin

Richard Shore

### **Responsible Individual**

Jennifer Roberts R/N

Registered Manager with Social Care Wales

### **Registered Manager**

Daniel Hart

### **Deputy Manager/Clinical Lead**

Vacant

### **Our Care Team**

Care Co-Ordinators

Registered Nurses

Senior Care Practitioners

Care Practitioners

Activities Co-ordinator

Housekeeping

Catering

Gardening

Maintenance

Administration/Accounts

## Description of Location & Community Services

The Oaks is a purpose-built care home situated in the heart of Powys. This is the first home for Sandstone Care and it has been developed with quality in mind and in full consultation with the local community of Newtown.

The Oaks is situated on the outskirts of Newtown.

Newtown (Welsh: Y Drenewydd), the largest town in the county of Powys, Wales, lies on the River Severn in the community of Newtown and Llanllwchaiarn, within the historic boundaries of Montgomeryshire. It was designated a new town in 1967 and saw large population growth as firms settled, changing its market town character. In 2017 following a census the population was estimated as being:11,319 with a small multicultural group of people and a diverse range of religious services available this has since risen to exceed 14,000. The Oaks has already made links with local churches and there are a number of clubs run from within the churches.

You can trace the history of the weaving industry in the Textile Museum in Penygloddfa, on the north side of the river, or you may be interested in the free museum showcasing the birth-place of Robert Owen.

There is an excellent library service open daily with the exception of Wednesday and Sunday and also a busy shopping centre with many well-known high street stores in addition to the many one off boutiques and shops offering an array of lovely goods all of which is easily accessible by car, train or bus.

Newtown has a good variety of cafes and Hotels to support individual choice and requirements from simple snacks to take away to the most delicious full A La Carte menu and lots of accommodation on offer.

The high street also offers opticians, Dentists, Chemists, hair and beauty salons and florists.

Irvine Newtown Men's Shed meet twice weekly Tuesday evening and Sunday Morning for a cuppa and a chat about hobbies.

Newtown has a football club and very active fixture list which is accessible on their web site showing future fixtures and results.

There are two golf clubs situated within 34 miles of Newtown;

St Giles Golf Club 33.7 miles

Lakeside Golf Course 29 Miles

opening times and bookings can be made on their websites

Newtown has a superb Male Voice Choir who have already been approached and will be performing at the Oaks on January 10<sup>th</sup> 2020.

The local Hospital to The Oaks is Newtown Hospital, Lalfair Road, Newtown, SY16 2DW and this comprises of:

Brynheulog ward including stroke rehabilitation beds

Rehabilitation unit consisting of Physiotherapy, occupational therapy, speech and language therapy, Dietetics, Nursing, Rehabilitation Assistants & Doctors.

Outpatients Department -regular clinics consisting of general medicine, General Surgery, Gynaecology, Obstetrics, Ophthalmology, Pain Management and Urology.

X Ray Department

Midwife led birth centre

Day Hospital

Women's Voluntary Service

Hafan Ward -Which administers the hospice at home services, Complimentary Therapy, Cancer Support, Dementia, Diabetes, Lymphoedema Clinics.

Fan Gorau -Assessment unit for older people with mental health issues.

There is parking available which includes disabled parking bays.

The local Medical Centre provides daily appointments, Home visit and out of hours for those unable to attend surgery deemed not to require emergency response. There are counsellor services available along with self-referral for physiotherapy, Minor Injury Unit, Macmillan Nursing service, immunisations. The Doctors also work very closely with the District Nurse teams.

There are a number of taxi firms available who have wheel-chair accessible vehicles.

## **About the Service Provision**

The Oaks provides nursing and care services to a maximum of 73 individuals, male and female aged from 50 years and over. We will provide care and support services, Nursing and Palliative Care and support individuals diagnosed with dementia residential and nursing inclusive of early onset dementia.

We provide residential services on the ground floor encouraging residents to maintain external community links as independently as possible.

Nursing services are provided on the first floor, this offers residents who may be bed bound some fabulous views from the low windows within their rooms and those of the lounge/diners and communal areas.

Residents with a diagnosis of dementia are on the second floor this deliberately avoids residents seeing visitors accessing and exiting the homes front door something we know can upset and agitate those resident's . The top floor has access to the cinema where we run films allowing all residents to access even if only for a short period of time.

All residents are encouraged and assisted to access external areas of the home and all floors and additional communal areas are easily accessed via the two lifts within the home. Walking groups are in place to assist and encourage residents into the external areas of the home.

The Oaks Care Home aims to provide a friendly, homely and stimulating environment utilising modern designs and technology to promote independence and autonomy. Individuals are often admitted with a chronic disease or illness which affects their ability to live within their own homes and requires support or assistance to maintain their level of Health and welfare. For these reasons it is important that the pre assessment undertaken prior to admission accurately reflects the needs of the individual and to ensure that the Oaks can fully meet those needs.

Referrals to the home are via a variety of sources: direct from individuals of their families, Local Authority or Health Board.

Upon receipt of an enquiry immediate information is taken to support the ongoing assessment process following this a face to face assessment is completed and information utilised will be Nursing assessments and a unified support plan is produced by the commissioner.

We actively encourage individuals to visit and view the home where it is possible and to trial the service by spending some time at the home allowing opportunity to sample food and services. Where the individual is unable to do this we encourage a family member to do so on their behalf. We provide written information and a copy of the last inspection report to support the individual in their decision making. We also have a video of the home available on our website that those who cannot visit can get a flavour of what is inside.

A statement of purpose is issued on admission and a copy of the terms of agreement. Following the decision to come to the home the pre assessment, nursing assessment and support plan are used to draw up a care plan and further detailed information is sought from the individual and their family in this process. The plan of care must reflect the needs identified by the commissioner and those of the individual and family. The individual is assessed over the next 4 weeks to ensure that the care plan is an accurate reflection of needs and updated accordingly. The care plan is then evaluated at least monthly to ensure it remains accurate or sooner if needs change.



Occasionally an individual may be admitted as an emergency preventing a pre assessment from taking place. In all cases an assessment will be completed within 24 hours of admission and a detailed care plan will be in place within 5 days. Should the assessment raise concern's the appropriate commissioner will be contacted to discuss and agree ongoing needs and care.

Individuals and family members are asked to agree care plans and are pivotal to quality care planning. The contents of the care plan are confidential, and the contents are only shared with other people who are directly involved in the individuals care. The Home has privacy notices on its web site providing additional information on storage and use.

Trial periods are available for a period of 4 weeks without the need to give formal notice of one month however after that initial 4-week period one months-notice will be required.

Confirmation that the home is able to meet the individuals needs will be confirmed in writing and issued with the statement of purpose and terms of agreement. Items not covered by the fee are items such as Newspapers, Chiropody, Optician, Hairdresser. Laundry services are discretionary, and the home does not accept liability for loss or damaged items. The individual or relative are required to sign and return the terms of agreement to be held in accounts.

Where there are significant changes in need this may instigate an earlier review with the commissioners of the care.

## **Health Care**

All individuals are registered on admission with a Doctor of their choice in the locality if they are not registered already. The home provides Nursing Services and this will be assessed at pre assessment and admission and the care plan will reflect those needs. The evaluations will be carried out each month by a registered Nurse who will escalate to other external professionals as required for example Dietician, SALT team, Physiotherapy. Individuals can continue to use their own Chiropodist or access the one who visits every 6 weeks. Transport to hospital appointments can be arranged by the home where routine transport is not suitable, families are encouraged to accompany the individual to such appointments as they may be required to support them in decision making relating to their ongoing care, something which sits outside the role of a Nurse or care practitioner.

Nurse and trained care practitioners can administer medication.

## **Care and Support plans**

The care and support plan is drawn up with full input of the individual and or their family and in conjunction with information provided by other Health care professionals. The plan is person centred and takes account of individual choice,

dignity and maintaining as much control over their own lives as possible. The plan is reviewed daily and updated with changes and fully evaluated monthly.

Care plans focus on outcomes that are important to the individual and the staff team are trained to support individuals in achieving their optimum.

The care plan is reviewed 3 monthly with the resident and family/advocate if the resident wishes this and where appropriate their social worker.

We are able to discuss the statement of purpose with residents directly if they struggle to read it or understand any aspect of this.

## **Active offer of Welsh Language.**

The Organisation is striving to work towards the Welsh Government's commitment to providing services through the medium of Welsh language taking account also of the Welsh cultures. Individuals are asked what their language of choice is at assessment and this is recorded within the care plan. Staff are asked at interview what languages they are able to converse in and this is recorded as to whether they are a fluent speaker or basic. Quite often just being able to converse with simple phrases makes a big difference to that individual. Staff are able to answer the phone bi-lingually and everyday greetings are recorded and available to them in the form of a prompt sheet. We are delighted that we have actively recruited a number of staff who are able to communicate fully through the medium of Welsh and also understand the cultures of Wales and particularly those important locally.

We have translated our web site to Welsh and our service user guide and statement of purpose are next to be translated.

## **Confidentiality**

All care and support plans are electronic and have secure access. The plan is available upon request to be viewed by the individual or their family with consent. All staff receive induction and training into the homes policies and are required to sign a confidentiality disclosure. Information is only shared with other professionals involved in direct care who have equally signed a confidentiality statement.

## **Professional Development of Staff**

We believe that our staff team are a crucial resource and to enable them to deliver the high-quality services we pride ourselves on they will need a thorough induction and ongoing support from the Managers and team leaders. All new staff receive a 4-week review and a 3-month review before signing off of probation.

Every member of staff will receive a minimum quarterly supervision and ongoing appraisal which will review training and development needs and opportunities. Detailed training records will be maintained outlining internal training and also specialist external training and or conferences attended, and information obtained can be shared and cascaded.

Internal training and mentoring will be carried out reflective of the needs of the clients along with ongoing competency assessments.

Staff are allocated to areas and individuals within the home on a daily basis, working on the basis of small teams and small groups of individuals. There is always a senior member of the team available to call on if assistance or advice is required.

Staff are allocated a team leader to support them through induction and ongoing training and development who will also conduct their individual supervision. We have put in place link nurses to lead on specific areas of practice and to ensure regular updates take place and changes in legislation and practice are reflected in the policies and procedures.

We aim to roll out clinical care practitioner training to support registered nurses as part of our contingency plans, and are already doing this in another of our homes. We have hand picked and further developed individuals who have knowledge and show commitment in areas such as Health and Safety and completion of audits as part of our quality monitoring systems.

Staff who do not currently hold a diploma in Health & Social Care are registered and progressing with this and others are completing L3.L4 and L5

## **Lead Nurse**

Each individual is allocated a lead nurse who is responsible for the review and evaluation of their care plan each month providing continuity and building positive relationships. The lead nurse leads on all reviews and takes responsibility for any actions which fall out of the review.

## **Key Worker**

All individuals are allocated a key worker who supports the lead nurse with the care plan in relation to areas of social care, preferences, past history, likes and dislikes again forming continuity of care and building closer relations between individuals and staff.

## **Staffing Arrangements**

The Oaks is working on staff ratios as follows:

Ground Floor -Residential 23 beds 1:4.6 Days and Afternoons and 1:10 Nights

First Floor -Nursing 25 beds1:4.8 Days and Afternoons and 1:11.9 nights

Second Floor -Residential and Nursing with Dementia 25 beds 1:4 ratio Days and Afternoons ad 1:11.9 nights

The home operates the following shift patterns:

Days 08.00 -14.00 & 08.00-20.00

Afternoons 14.00 -20.00

Nights 20.00-08.00

In addition to nursing and care staff on rota the home is supported by housekeeping, catering, laundry, maintenance, gardening, administration and activity co-ordinator.

**The Manager** -Mr Daniel Hart

L5 Leadership & Management in Health & Social Care

**Deputy Manager/Clinical Lead**

**Vacant**

**Nurses**

Nurse	
Hourly contract	amount in post
Bank (0)	7
24	2
30	2
48	1
44	1
44	interviewing

**Senior Care practitioners**

Senior	
Hourly contract	amount in post
Bank (0)	1
24	1
36	2
37.5	2
42	4
48	1

All Senior Care Practitioners hold a minimum of L3 Diploma in Health & Social Care  
 some hold L4

### Care Practitioners

Care Assistant	
Hourly contract	amount in post
Bank (0)	4
11	2
16.5	5
22	8
27.5	7
33	16
34.5	1
38	1
44	4

### Housekeeping

Housekeeping	
Hourly contract	amount in post
16.5	1
18	1
22	1
27.5	1
30	1
33.5	1
37.5	1

### Catering

Kitchen	
Hourly contract	amount in post
Bank (0)	1
27.5	2
31	1
35	1
40	1
47	1

## Other Staff

Other		
Role	Hourly contract	amount in post
Manager	40	1
Receptionist	30	1
Activities	42.5	1
Maintenance	40	1

### **1 admin 40 hours and 1 receptionist advertised**

#### **Activities Co-ordinator**

We employ an activities person to plan various activities reflective of individual likes and preferences, maintaining and building on existing community links and forging new ones. It is important for the mind and body to stay active and to enrich lives through involvement and everyday activities.

The activities that take place are chosen by the residents, they really enjoy the special days like Valentines ball, St David's Day, St Patricks day to name just a few. Links with the community are strong and the Manager has brought more new links to the table which residents are looking forward to.

We have a very active face book page which keeps families informed and involved in what's going on at the home.

## **Staff Recruitment**

The home has recruited staff in line with the All Wales safer Recruitment process. This is a rigorous process where all staff are interviewed by the manager or deputy manager or in exceptional circumstances by two senior staff.

Applicants are required to complete an application form detailing their school and college history and full working history, with any gaps are explored at interview. Any convictions are recorded and details of 2 referees supplied. If the individual is successful, they are required to complete a DBS form and provide the relevant documentation to allow an enhanced DBS to be made. If the DBS returns with information not disclosed at interview the job offer will be withdrawn. If a conviction does exist this will be risk assessed prior to start date.

All staff are required to provide certificates for training completed for this to be noted on their training matrix. All care staff are offered a position on the basis that they enrol for level 2 in health and Social Care as a minimum following their 6-month induction and this is in preparation for the Social Care Wales register for care homes in 2021. All staff receive offer letters and contracts of employment within three months. Staff photographs are taken and on file along with the following: signed confidentiality, medical history, working time opt out, personal details, language

form/ethnic minority, copy of offer letter and contract and authority to seek reference form.

All new starters receive induction training into the home and emergency processes such as Fire and receive training on systems and equipment. New staff are supernumerary initially to allow opportunity for them to shadow and be introduced to individuals and their care plans. Gaps in training are assessed at interview and arrangements to fill those gaps are planned for the first few weeks of employment.

## **Mandatory Training**

Fire awareness

Health & Safety

Safeguarding

Food hygiene

First Aid

Infection Control

Dols

Dementia

Palliative care

Following training ongoing competency assessment takes place and retraining arranged where identified as required.

## **Facilities and Services**

The Oaks is a new purpose-built care home in Newtown and opened early December 2019.

The Oaks offers Residential, Nursing, Dementia and Palliative care tailored to the precise requirements of its residents in a safe, secure and friendly environment.

The home comprises of 73 luxury en-suite wet floor shower rooms, with lovely furniture and fittings all of which exceed the room sizes required under Care Inspectorate Wales the rooms are spread across 3 floors. This is to ensure that those residents who require extra support receive this in beautiful rooms designed with a focus on delivering outstanding person-centred care within a supportive, care-focused environment. In addition we have specialist baths located on each floor for those residents who enjoy a nice soak.

We encourage residents to bring in personal items such as photographs, ornaments and pictures. Arrangements can be made to bring in larger items of furniture subject to risk assessments and compliance with fire regulations. A locked drawer is also available to secure valuable items if residents choose to leave their room unlocked.

Window restrictors (with appropriate CE mark) have been fitted to all windows. All rooms are fitted with televisions.

On the Ground Floor you will be greeted by staff at our welcoming reception area from there families can access the Manager/ Deputy Manager and Administrator all in clear view and easy access to have chat and catch up.

The Oaks has what we call a “destination” which is a wonderful bar lounge just off reception where families, friends and relatives can enjoy refreshments and access the lovely gardens The Oaks has to offer. This will be stocked up and maintained by the catering team who are located next door in the main kitchen.

On the ground floor resident’s rooms to the rear all boast patio doors allowing direct access to the lovely gardens.

Each floor has a large lounge diner where residents can get together to enjoy the lovely menus we have to offer or just have a chat or enjoy activities, on the ground floor the gardens are accessible from this area on the upper two floors a very large balcony allows residents to enjoy the outdoors. Each floor has a library and second quiet lounge area and each have a specialist assisted bathroom decorated in keeping with the home tastefully and homely.

The first floor also has a hair and beauty room and laundry whilst floor 3 offers a Cinema and Hobbies room along with more specialist equipment such as rummage boxes.

All floors have their own pharmacy, sluices, storage and Nurses station and a range of seating areas scattered around to promote and support mobility.

The home is fortunate to enjoy some lovely views over adjoining countryside whilst

Our facilities include a variety of hoists and other such equipment to assist individuals with mobility needs within the home. We have two lifts lift’s which accommodate 1x7 persons and 1x 11 persons.

We have invested in one of the industry leading nurse call systems which is in all areas of the home and whilst it provides residents with a very responsive system it does this silently so as not to intrude on their daily lives. Staff carry pagers which notify them of calls allowing them to respond quickly.

The system also provides a wealth of detailed management information which will be reviewed by the management team.

The heating is automatically controlled, and residents have thermostat controls for their own comfort.

Rooms have been decorated to a very high standard and through ongoing management this standard will be maintained.

On admission an inventory is taken of resident’s belongings however we realise this is only accurate at the point of admission, non-valuable items are covered under the



homes policy however any items of value to residents or value, residents/families must provide the insurance cover for such items or not bring them in to the home.

Our aim is to provide a quality environment to provide quality care and services through knowledgeable, highly trained, gentle, friendly, kind and motivated staff team who are at the heart of the home and will enrich the lives of our residents.

We aim to go to great lengths to ensure our residents are offered opportunities to continue to pursue hobbies and interests that are dear to them through our extensive weekly activity programme. We have also forged links with the community particularly around worship to ensure that residents religious needs can be met.

## **Security**

Security safety lighting is external to the home and operates automatically and is on during the hours of darkness. All visitors are required to sign the visitor's book on arrival and on leaving the home. The main doors are locked each evening to provide additional safety to the home and visitors are asked to ring the bell.

All lifts and stairwells are coded as part of our safety risk assessment and this assists with protecting residents and families from un invited entry from externally as well as potential accident/incidents internally.

All residents will be supported to use the lifts to access other areas within the home or external grounds.

The home is fitted with CCTV internally in communal areas and externally it does not record sound and operates in line with our policy and procedure and is backed up off site. Access to view the CCTV is with the responsible Individual only and again in line with the policy and procedure.

## **Objective**

To establish and maintain a positive culture of learning and development of staff which will facilitate the best possible outcomes for individuals using our service.

## **Organisational intent**

The oaks (Newtown) Ltd strives to provide a vibrant community in which our residents can live their lives to the Full, but in the knowledge that they are surrounded by the best possible nursing care and support which will deliver high quality services that focus on what matters to individuals and the well being outcomes they would want to achieve.

- Putting the individual at the centre of their care and support, enabling them to exercise voice, choice and control over internal process and outcomes to aid their wellbeing.

- To work collaboratively with individuals and their chosen representative to help design and deliver the services they feel is important to them.
- Enable individuals to live and fulfil their lives as defined by them.
- Facilitate opportunities for individuals to engage in the local community, engage in activities which interest them and maintain positive relationships with people who are important to them.
- To receive care and support which is founded on dignity, respect, compassion and trust.
- To offer a safe environment in which individuals feel secure and empowered thereby promoting their human rights.

Policies and procedures together with staff training and supervision underpin the aims of the Statement of Purpose (SOP) for the registered care service. The policies and procedures are reviewed annually or more often as part of internal alerts regarding changes in policy or legislation, together with good practices which are captured and disseminated to the staff team.

The Policies and procedures underpin regulatory training which all staff are required to attend, complete and evidence competency.

The Following is mandatory training completed:

- Induction
- Safeguarding of adults at risk
- Health & Safety
- COSHH
- Fire Safety
- Infection Control
- Food Hygiene
- First Aid
- Manual handling Passport -If care or Nursing
- Inanimate load for ancillary staff

Further policies include:

- Admissions procedure
- Supporting individuals to manage their own money
- Staff support and development
- Safe recruitment
- Staff disciplinary/capability
- Medication
- Complaints/Whistleblowing

- Use of control/restraint

Practice related procedures which are trained through in-house training, on the job coaching and mentorship and include:

- Enriching lives with a person-centred outcome approach
- Communication
- Key worker role
- Personal care (bathing & personal image)
- Personal care (getting up & dressed, undressing & going to bed)
- Personal care (continence care)
- Eating & drinking
- Bedroom and bed care
- Distressed clients and challenging behaviour
- Pain and discomfort
- Caring for the terminally ill
- Quality standards for rooms
- Visitor Care
- Appointment preparation
- Admission & Discharge

Policies and procedures are pivotal in the delivery of care and support of services as they offer consistency of practice and safety to both individuals using the service and the staff team. We have signed up to use an industry leader for the ongoing policies and procedures.

# **Management Structure**

The Oaks ( Newtown) Ltd

## **The Oaks**

### **Directors**

Ben Challinor

Richard Shore

James Parkin

Jennifer Roberts

### **Responsible Individual**

Jennifer Roberts

### **Registered Manager**

Daniel Hart

### **Deputy Manager/Clinical Lead**

Vacant

### **Care Co-Ordinators**

### **Registered Nurses**

### **Senior Care Practitioners**

**Activities Co-Ordinator**  
**Administrator/Accounts Support**  
**Catering**  
**Housekeeping**  
**Laundry**  
**Maintenance**

Consultants are utilised to support internal developments and to support senior management.

Ultimate accountability and responsibility for all aspects of the service delivery and staff development rests with the Directors of the company. The Directors have delegated a number of aspects central to the business to the RI and these are as follows;

Authority to hire and fire managers and any other staff working in the service;

- Authority to set pay rates for all staff working directly within the service
- Authority to decide on investment decisions in the service
- Oversight of Health & Safety for the service and;
- Accountability for determining assurance arrangements and setting any bench marks within the service.

The Registered Manager of the regulated service is accountable to the Responsible individual for the delivery of the services and to ensure compliance with the regulation and inspection of the Social Care Act and associated regulations. The registered Manager is supported by the Deputy Manager/Clinical Lead. This service has an internal staffing structure which clearly identifies lines of accountability and ultimate responsibility for care practices.

All care staff are subject to quarterly supervisions in which practice, professional competency and performance is discussed and training reflected upon, this will also encompass ongoing appraisal.

The Responsible Individual will meet with or provide a monthly report to the Directors advising them of the homes status and alerting them to any risks. The responsible Individual will provide a 3-month report on all areas of the business based on a formal visit to the home and inspection of documentation and face to face feedback from residents and families.

The Registered Manager will have daily contact with the Deputy Manager/Care Co-ordinator and discuss and agree work actions, risks and priorities. A random

selection of care plans will be audited by the RI monthly. The Manager will feedback daily on clinical conditions, deaths compliance, compliments and complaints.

Care practices are audited through direct observation of the team leaders and by visiting trainers and other professionals directly involved in resident care.

We respect the views of our staff and we will encourage feedback at staff meetings 1:1 review and also questionnaires. We hold Directors debate annually these are team meetings to enable the Directors to have a platform to communicate messages and an opportunity to gain on the positives and negatives of working for the Organisation.

The Responsible Individual ensures that a minimum of 3 monthly visits are carried out and the feedback is taken to the Risk and Management Meeting with Directors Manager and others will be co opted to the meeting as required.

Residents welfare and safety is paramount to all involved in the delivery of services and the RI is accountable for Health and Safety requirements supported by a Qualified health and Safety Expert consultant, however all staff under health and Safety at Work also have individual responsibility for adhering to policy and procedures and safe practices.

## **Quality of Care Review & Monitoring**

The RI through the action stated above and current internal processes can determine and comply with regulation 80, monitoring, reviewing and improving the quality of care of the service. Reports will be produced in accordance with the regulation for the 6-month cycle and presented to members of the board who are the service providers. The information is gained over the 6 months and analysed, and recommendations made where service and service delivery can be improved.

We are committed to continual improvement and take all comments and complaints very seriously. Our aim is to ensure that the services you receive meet individual needs wherever possible. We believe comments, compliments and complaints form a large part of our quality assurance programme.

Our culture is to constantly review and the systems we have introduced in terms of online Policies and procedures providing staff with reading lists and updates and online care planning will provide live time information across all areas of service delivery and once fully established there will be a relatives gateway available where they will be able to log in and view aspects of the care provided and activities enjoyed by the resident.

Views and comments are welcomed from families and we see this as positive partnership working with one common goal the resident. To access such views the RI provides opportunity for 3 monthly face to face meetings, the manager operates an open-door policy to take feedback. We also send out questionnaires to obtain additional comments to service users and visiting professionals. Review of the comments is carried out by senior management and this may lead to an action plan to address any concerns raised or identified. In addition all staff are able to access

Directors and an enquiry line which is operated to ensure staff can whistle blow without stating who they are.

Commissioners of services and external agencies also assist with the monitoring of services such as LA, LHB, safeguarding, CIW, HMRC and other professional stakeholders.

## Making a complaint

We aim to deal with all complaints: -

- In confidence
- Promptly
- Thoroughly to conclusion
- Positively

How to Make a Complaint.

- All complaints are recorded in the complaints book. Anyone can write his or her comments, observations or complaints in the book. The book is regularly reviewed by the registered Manager.
- For straight forward and easily resolved matters individuals are encouraged to approach a member of staff immediately who will then endeavour to deal with the matter promptly and ensure the Senior person on duty is informed. These will still be logged as a complaint and the outcome recorded.
- Individuals may wish to speak directly to the senior on duty or the lead nurse if it is in relation to nursing care.
- You may choose to formalise the complaint and raise with the manager directly face to face or by telephone, e mail or letter. If this does not bring resolution the matter should be referred to the RI to ensure that a resolution is found quickly.
- If you feel that the matter had not been resolved to your satisfaction you can contact the Directors on 03303830019 **or the**
- commissioner of the service namely the Local Authority or Health Board.

Powys Local Authority – Complaints department 08450544847

Powys Teaching Health Board -01874624206

All complaints will be treated in the strictest of confidence, this information is also available in the complaint's procedure displayed within the home. If the complainant is still unhappy with the outcome, they are entitled to contact the Ombudsman for Wales, 1 Ffordd Yr Hen Gae, Pencoed, CF35 5LJ. The role of the ombudsman is to investigate complaints independently and impartially and should the complaint be upheld; the Ombudsman will say what the public body should do to make amends to the complainant.

## **Time scales**

Each complaint will be acknowledged in writing within 3 working days, following investigation a response to the complainant will be provided within 14 days or with agreement extended to 28 days. The manager and or RI will be happy to discuss any complaint. Where timescales exceed those stated the complainant can advise Care inspectorate Wales of this on 03007900126; Fax; 03000625030 or [www.ciw@gov.wales](mailto:www.ciw@gov.wales)

## **Advocacy**

Should the services of an advocate be required contact details are; Powys Mental Health Advocacy Service 07974935355 or e mail Lyndaevans3@walesnhs.uk

## **Insurance Cover**

The home has insurance policies in place which cover personal belongings to the value of £1000 per resident. If property of a greater value is retained the resident is responsible for arranging cover of these. We request that high value either monetary value of sentimental are not brought into the home but looked after by family.

## **Residents Contract**

Each resident will be provided with a contract at the point of admission. A copy of the template contract is available for review as a separate document to this Statement of Purpose.





### TERMS AND CONDITIONS OF RESIDENCE

This Agreement is between The Oaks (Newtown) Limited ("the Company") and [INSERT NAME OF SERVICE USER] ("Service user") relating to the care of the Service user at The Oaks Care Home, Llanidloes Road, Newtown, Powys, SY16 1HL ("the Home").

In addition to this Agreement we have provided you with a copy of our Service Users Guide, which sets out information regarding the Home and its facilities.

Your room in the Home shall be room [INSERT ROOM NUMBER]. No tenancy of any kind is intended to be created in respect of that room and the control of the room occupied by the Service user shall remain with the Manager. The Service user shall be consulted by the Manager and given four weeks' notice of any proposed change to the Room and shall be informed of the reason of the proposed change.

### RESIDENCE AND FEES

1. Upon payment of the fees set out below, the Company undertakes to provide to the Service user accommodation, food, light, heat, laundry and all the necessary personal care (and nursing care as appropriate) as would normally be required by a service user of a care home.
2. The following services can be made available to the Service user for an extra charge: provision of newspapers, optical, dental, chiropody and hairdressing services.
3. Transportation and escort services for hospital/optician/dentist or other appointments can be provided by the Company and will be subject to an extra charge.
4. Private Service users - The fee for the provision of the services listed in Clause 1 above shall be £[INSERT AMOUNT] per week paid monthly in advance by either bankers standing order/cheque/standing order and are due for payment upon presentation of the relevant invoice.

#### **For Authority funded residents:**

Local Authority/Health Authority Service users - The fee for the provision of the services listed in Clause 1 above shall be the initial sum of £[INSERT AMOUNT] as agreed with the Local Authority/Health Authority. [A "third party top up" is required and the amount is £[INSERT AMOUNT] per week paid monthly in advance OR [A "third party top up" is not required].

**Please delete all text which is not applicable**

5. Fees are subject to review by the Company at twelve monthly intervals (usually in February) of each year and shall be effective from 1 April in each year. Fees (and the amount of any "third party top up") will remain unchanged unless the Company gives four weeks' written notice of any change to the Service user. In addition, in circumstances where the needs of the Service user change and the level of care required increases as a result, the Manager may need to discuss and agree with the Service user or Local Authority/Health Authority (as the case may be) an increase in the fee at the relevant time. Likewise, in circumstances where the needs of the Service user change and the level of care required decreases as a result, the Manager will discuss and agree with the Service user or Local Authority/Health Authority (as the case may be) an appropriate decrease in the fee at the relevant time.
6. In the event of death we would ask that the Service user's room be cleared within three days. Fees will continue to accrue until such time as all of the Service user's belongings have been removed from the Service user's room. Where the Service user's fees are met by a Local Authority or Health Authority, any fees outstanding will be charged to their estate in accordance with the Local Authority/Health Authority contract. If you are unable to clear the Service user's room within three days, please inform the Manager and arrangements can be made for the Manager to clear the room and store the items on-site for up to seven days. If the items are not collected by the time that the seven-day period has elapsed, then the Manager may arrange for them to be stored off-site until they are collected and shall re-charge the associated storage costs to the Service user's estate.
7. Where a third party agrees to meet the Service user's fees in whole or in part, they must sign below to this effect before the Service user may be admitted to the Home. Likewise where a Service user has an appointee or attorney, the appointee or attorney must sign below agreeing to perform the terms of this Agreement on behalf of the Service user to the extent that they are permitted under the terms of their appointment before the Service user may be admitted to the Home.
8. Service users are normally cared for at the Home on a long term/permanent basis. When this is the case the first four weeks after admission shall be regarded as a trial period for the benefit of the Service user and the Company. During this time the notice period for termination of this Agreement by either party shall be one week's written notice. Subject to Clause 10, once the trial period has ceased this Agreement shall continue in force until terminated by either party giving to the other four weeks' written notice. Should the Service user leave the Home without giving the required notice (except by death or under Clause 10), payment of fees in lieu of notice at the normal or revised weekly rate will apply.
9. Subject to Clause 10, where a Service user is cared for on a short term/respite basis, the notice period for termination of this Agreement by either party shall be one week's written notice.
10. The Company reserves the right to terminate this Agreement on less notice than that specified in Clause 8 or Clause 9 above in circumstances where:
  - 10.1. the Home is unable to meet the care needs of the Service user. In these circumstances the Manager will discuss the change in the Service user's needs with the Service user and/or their appointee or attorney (and the Local Authority/Health Authority (where relevant)) and will endeavour to agree a mutually acceptable timescale for the move; or
  - 10.2. the Service user and/or their visitors behave in a threatening and/or abusive (whether physically or verbally) and/or inappropriate manner towards any of the Company's employees, or any other service users in the home. In these circumstances, where it is the behaviour of the Service user, the Company may terminate this Agreement immediately on written notice, and where it is the behaviour of the Service user's visitor, the Company may exclude that individual from the Home on a permanent basis (and Clause 21 shall be deemed to be varied accordingly).
11. Private Service users - Should a Service user require hospital treatment or otherwise be temporarily absent from the Home their room will be retained for the first six weeks and the full fees as set out in Clause 4 will remain payable. If it is envisaged that the absence will continue beyond six weeks a meeting will be arranged between the Manager and the Service user's relatives to discuss the future tenure of the Service user's room.  
  
Local Authority/Health Authority Service users - Should a Service user require hospital treatment or otherwise be temporarily absent from the Home their room will be retained and fees will be payable in accordance with the Local Authority/Health Authority contract.

#### **MEDICAL REQUIREMENTS**

12. Service users will be required, before taking up residence, to provide information to the Company on the state of their health, any treatment required and the name of their general medical practitioner and to

complete all necessary consent forms (including forms required by the Access to Medical Records Act 1990).

13. The Service user (or where appropriate, his or her general medical practitioner and/or appointee or attorney) may request the Company to take charge of and dispense all of the Service user's prescribed medications. If a Service user elects to retain and administer his or her own medication it must be kept in a secure place. The Home does not accept responsibility for the misuse of medications which are retained and administered by a Service user, save always where any loss or damage results from the negligence of the Home.
14. A Service user may register with medical practitioners either under the NHS or privately. If private, the supply of drugs and medication will be private and the appropriate charges will be made. Service users under the NHS will receive medical attention, drugs and medication as available from time to time under the NHS. Other services can be arranged as available from time to time under the NHS. Private services can be arranged on request and will be charged as extras on a Service user's account. Relatives and visitors are asked not to bring in medication or alcohol without prior consultation with the Manager or nursing staff.

#### **PERSONAL EFFECTS AND PERSONAL MOBILITY**

15. Service users are encouraged to bring personal items with them to the Home. All electrical items brought into the Home by Service users shall first be tested for safety by the Manager before they are used. Items of furniture may be brought into the Home by Service users, subject to the items being of a reasonable quality and meeting all fire safety standards.

Service users are asked not to keep more than £10 in cash or any valuable items in their room. Service users can request the Manager on their behalf to lock away valuables for safe-keeping when they are not being used. If a Service user chooses to keep valuable items in their room, they should hand in a detailed list of the valuables to the Manager on admission. The Service user should update this list from time to time as necessary. Any cash or

16. Service users are normally cared for at the Home on a long term/permanent basis. When this is the case the first four weeks after admission shall be regarded as a trial period for the benefit of the Service user and the Company. During this time the notice period for termination of this Agreement by either party shall be one week's written notice. Subject to Clause 10, once the trial period has ceased this Agreement shall continue in force until terminated by either party giving to the other four weeks' written notice. Should the Service user leave the Home without giving the required notice (except by death or under Clause 10), payment of fees in lieu of notice at the normal or revised weekly rate will apply.
17. Subject to Clause 10, where a Service user is cared for on a short term/respite basis, the notice period for termination of this Agreement by either party shall be one week's written notice.
18. The Company reserves the right to terminate this Agreement on less notice than that specified in Clause 8 or Clause 9 above in circumstances where:
  - 18.1. the Home is unable to meet the care needs of the Service user. In these circumstances the Manager will discuss the change in the Service user's needs with the Service user and/or their appointee or attorney (and the Local Authority/Health Authority (where relevant)) and will endeavour to agree a mutually acceptable timescale for the move; or
  - 18.2. the Service user and/or their visitors behave in a threatening and/or abusive (whether physically or verbally) and/or inappropriate manner towards any of the Company's employees, or any other service users in the home. In these circumstances, where it is the behaviour of the Service user, the Company may terminate this Agreement immediately on written notice, and where it is the behaviour of the Service user's visitor, the Company may exclude that individual from the Home on a permanent basis (and Clause 21 shall be deemed to be varied accordingly).
19. Private Service users - Should a Service user require hospital treatment or otherwise be temporarily absent from the Home their room will be retained for the first six weeks and the full fees as set out in Clause 4 will remain payable. If it is envisaged that the absence will continue beyond six weeks a meeting will be arranged between the Manager and the Service user's relatives to discuss the future tenure of the Service user's room.

Local Authority/Health Authority Service users - Should a Service user require hospital treatment or otherwise be temporarily absent from the Home their room will be retained and fees will be payable in accordance with the Local Authority/Health Authority contract.

#### **MEDICAL REQUIREMENTS**

20. Service users will be required, before taking up residence, to provide information to the Company on the state of their health, any treatment required and the name of their general medical practitioner and to complete all necessary consent forms (including forms required by the Access to Medical Records Act 1990).
21. The Service user (or where appropriate, his or her general medical practitioner and/or appointee or attorney) may request the Company to take charge of and dispense all of the Service user's prescribed medications. If a Service user elects to retain and administer his or her own medication it must be kept in a secure place. The Home does not accept responsibility for the misuse of medications which are retained and administered by a Service user, save always where any loss or damage results from the negligence of the Home.
22. A Service user may register with medical practitioners either under the NHS or privately. If private, the supply of drugs and medication will be private and the appropriate charges will be made. Service users under the NHS will receive medical attention, drugs and medication as available from time to time under the NHS. Other services can be arranged as available from time to time under the NHS. Private services can be arranged on request and will be charged as extras on a Service user's account. Relatives and visitors are asked not to bring in medication or alcohol without prior consultation with the Manager or nursing staff.

### **PERSONAL EFFECTS AND PERSONAL MOBILITY**

23. Service users are encouraged to bring personal items with them to the Home. All electrical items brought into the Home by Service users shall first be tested for safety by the Manager before they are used. Items of furniture may be brought into the Home by Service users, subject to the items being of a reasonable quality and meeting all fire safety standards.

Service users are asked not to keep more than £10 in cash or any valuable items in their room. Service users can request the Manager on their behalf to lock away valuables for safe-keeping when they are not being used. If a Service user chooses to keep valuable items in their room, they should hand in a detailed list of the valuables to the Manager on admission. The Service user should update this list from time to time as necessary. Any cash or

24. valuables that are kept in a Service user's room should be locked away for safe-keeping when not in use. The Home does not accept responsibility for items not handed in for safe-keeping nor for personal possessions which are not clearly or permanently marked, save always where any loss or damage results from the negligence of the Home.
25. Service users may deposit a personal allowance for safe-keeping with the Administrator. An individual account will be maintained for each Service user. If a Service user is unable to manage their personal allowance to pay for extras such as hairdressing, the Administrator can arrange for these items to be paid on their behalf from the Service user's personal allowance.
26. The Home agrees to provide a laundry service for the Service user's personal belongings which are machine washable (but not including any professional dry cleaning nor hand washing of any item). All clothing belonging to a Service user should be labelled, preferably with a sewn-in label, to ensure that it is returned correctly to the Service user. The Home cannot accept liability for any loss or damage to any items of clothing which are not correctly labelled or have been damaged in the normal process of laundering, save always where any loss or damage results from the negligence of the Home.
27. Any Service user wishing to keep a pet at the Home must first address a request to the Manager who has discretion as to whether to approve such a request. Pet animals are welcome to visit Service users at reasonable times and on reasonable notice.
28. Service users are free to journey out of the Home alone, dependent on individual circumstances and appropriate risk assessments, however the Company shall not be responsible for the Service user's safety once they are away from the Home unless the journey (and any necessary supervision) were arranged by the Home or the Home has otherwise been negligent or has breached any duty that it owes to the Service user.

### **VISITING TIMES**

29. Visiting times are as flexible as possible. All visitors should sign the Visitors' Book on entering and leaving the Home in order to maintain the security of all the service users of the Home. It is not advised to allow children under 16 to visit service users unless accompanied by an adult. If a visitor wishes to visit at an unusual time, they should contact the Manager in advance. All visitors should respect the privacy and

dignity of all the service users of the Home and keep noise levels to a minimum. The Company may exclude from the Home on a permanent or temporary basis any visitor who does not at all times behave in a polite and appropriate way towards the Company's employees and other service users.

**INSURANCE**

30. The Company's insurance policy covers personal effects up to a maximum of £500 per service user. If property of a greater value is kept at the Home by the Service user, the Service user must take out their own insurance policy in respect of such items.

**COMPLAINTS**

31. The Company and Manager undertake to maintain a standard of care as required by law and in particular the Health and Social Care Act 2008 and the National Minimum Standards (which are enforced by the Care Quality Commission). If an occasion should occur where a complaint or query arises, the Service user is referred to the complaints procedure which is set out in the Service users' User Guide. This contains contact details for the Company.

**GDPR**

24. All personal data relating to the Service User is held and processed in accordance with GDPR (General Data Protection Regulation). Full details are available on the Company's website (oaksnewtown.co.uk) or at the Home.

**In the event of an emergency**

The Service user is asked to supply the following information to assist staff in the event of an emergency or termination of this Agreement:

.....

.....

.....

Name, address and telephone number of next of kin

.....

.....

.....  
Details of any social or cultural traditions that the Service users requires to keep

Please read and ensure that you understand these Terms and Conditions of Residence before signing this Agreement.

SIGNED .....  
Service user

DATE .....

In the case of a Service user who has an appointee or attorney, the undersigned appointee or attorney hereby agrees to perform the terms of this Agreement on behalf of the Service user to the extent that they are permitted under the terms of their appointment.

NAME .....

SIGNED .....

ADDRESS .....

.....

.....

DATE .....

In the case of a Service user whose fees are paid in whole or part by a third party the undersigned third party hereby agrees to pay all and any fees outstanding from time to time and which accrue up to the date of termination of this Agreement.

NAME .....

SIGNED .....

ADDRESS .....

.....

.....

DATE .....

The Oaks (Newtown) Limited is registered as a provider of care services with Care Inspectorate Wales.

SIGNED .....

For and on behalf of The Oaks (Newtown) Limited

DATE .....

## Supplemental Terms And Conditions

### General

The home undertakes to operate in accordance with the requirements of Care inspectorate Wales and the Regulated Services (Service Providers and Responsible Individuals) (Wales ) Regulations 2017  
This agreement shall be governed, interpreted and enforced according to the law of England and Wales.  
The home is registered with the CIW or other such duly appointed body from time to time appropriate and is subject to the audit procedure of such Authority, Unit or statutory body.

### Assessment and Care Plan

- 2.1 A pre-admission assessment and a care plan and support plan will be prepared with the client and significant others.
- 2.2 In exceptional circumstances ie. Emergency admission the home will undertake an assessment within 24 hours
- 2.3 Such care and support plans will be regularly reviewed and updated with full consultation with all relevant persons and details documented and acted upon if necessary.

### Fees

- 3.1 The fees are referred to in the standard agreement
- 3.2 The fees defined in this agreement will be reviewed annually to take account of inflation or more frequently if substantial changes in care needs and or other services are demonstrated or where specific statutory provisions come into force and those provisions have a direct effect on the costs of the home of providing services required under the agreement. Adjustment of charges which shall occur annually will be with effect of April 1st of each year.
- 3.3 During any period and separately from or additionally to any periodic review of fees and other charges the home if it considers appropriate and in its absolute discretion having regard for the needs of the client for extra increased more intensive or special care services may vary the weekly fee by such sum as the home in its absolute discretion may decide. Such increases shall be identified by a formal assessment documentation and will be fully discussed with the client and or representative and or the purchaser of care if appropriate.
- 3.4 No fee increase (unless considered appropriate by the Home i.e. emergency matters) will become effective until the Home has given to the client and or representative 14 days notice in writing of the amount of the revised weekly fee. Any such notice will explain the reasons for the increasing fee.

### Additional Fees

- 4.1 The home will in addition to those services referred to in the standard agreement endeavour to provide other services or goods (i.e. newspapers, chiropody, hairdressing that are reasonably requested by the resident for an additional charge. The home will provide the client with an itemised invoice of such costs and charges. The additional services if available will be provided and the client/representative made aware of the costs.
- 4.2 Any additional supplies and services outlined in 4.1 will be invoiced to the client or representative regularly.

### Facilities

- 5.1 The client will occupy accommodation at the home as a Licensee on a single occupancy basis and will not be entitled to exclusive possession of any accommodation.



- 5.2 Accommodation provided to the client may, upon written explanation from the home, be changed. This will not be without prior consultation with the client and or representative. Except in emergencies a client will be given at least fourteen day's notice.

### **Cleaning and Laundry**

- 6.1 The accommodation of the home (including the client's bedroom) will be cleaned, maintained and decorated by the home to a good standard as required from time to time.
- 6.2 A client's room will be cleaned regularly, and the housekeeping staff will liaise with the client as to the most convenient time to attend to the cleaning of the client's room.
- 6.3 All bed linen and towels for a client will be provided by the home and such items will be laundered regularly.

### **Personal Laundry**

- 7.1 The home recommends that personal laundry is attended to by the relatives although the home will in its absolute discretion as a gesture of goodwill provide a general laundry service for clothing and items of a client that are machine washable and tumble dryable only provided that all items are clearly labelled with sewn in name labels this service being discretionary is not included in the fees. The home accepts no responsibility for loss or damage to garments.

### **Furnishings, Effects and Electrical Appliances**

- 8.1 Client may bring in personal possessions and with prior agreement of the manager items of furniture. The client is recommended to obtain insurance for such items of furniture or personal possessions as the home can not accept liability for loss or damage or injury sustained to the client or third parties as a result of or attributable to the said personal possessions or items of furniture.
- 8.2 All electrical or mechanical appliances can be introduced and used by the client only after inspection and approval by the home. The use of such appliances is at the owner's risk and the home can at any time inspect such items and in the interest of safety require their removal. The client is recommended to obtain insurance for such items under this sub paragraph as the home cannot accept responsibility for loss, damage or injury sustained to the client or third parties as a result of or attributable to the said electrical or mechanical items.
- 8.3 All clothing and personal items ie. Glasses, watches must be clearly marked with client's name or distinguishable marks as the home cannot be responsible for them. All personal effects must be notified to the home for logging on admission and items removed notified.

### **Physical Safety**

- 9.1 No responsibility can be accepted by the home for periods when they are away from the home.
- 9.2 Prior to and on admission clients will be fully assessed as to their general mobility and amount of care they require. Everything reasonably possible will be done to prevent injury to the client. Families must accept it is impossible to be with clients every moment of the day and should they fall and injure themselves it must be accepted that the client has the right of choice to take personal risk and home cannot be accountable in every circumstance for every injury sustained. Detailed risk assessments are completed and form part of the client care plan.

### **Medical Arrangements**

- 10.1 Before taking up residency the client will: provide the details of their G.P and any medication or treatment they are receiving. Clients will also disclose information on social, medical Psychological and psychiatric history. This information will only be shared with members of the care team. Any information which the client/representative wishes to remain private and confidential will be filed separately and securely by the homes manager in accordance with general data protection (GDPR)
- 10.2 The home will arrange where possible access to medically or other related services i.e. G, dentist, physiotherapy, Chiropody, Opticians, of their choice. Residents will be responsible for any fee incurred in these services.
- 10.3 It is the responsibility of the client or their representative to ensure that the home is informed of any changes to the details recorded.



- 10.4 the home will order, take charge and store and dispense client medication which is prescribed. The client agrees for the home to do so. Some clients may prefer with the agreement of the home manager to administer their own medication. Such medicines must be kept locked up within the client's bedroom. Under these circumstances the home cannot take responsibility for the misuse of medications. It is the responsibility of the client and their representative to notify the home of all medications they bring into the home. The client agrees not to store or use any unprescribed medication without prior knowledge and approval of the home.
- 10.5 The home is responsible for the prescription of the client's medication or the medical care of the client, such responsibility of which is that of the clients GP or other professional medical person.

### **Fire Regulations/Smoking**

- 11.1 The home operates a strict no smoking policy other than in prescribed areas.
- 11.2 The home is concerned for the safety of its clients and its visitors and regular fire drills are held. The home reserves the right to require all clients where practicable to take part. All visitors are asked to sign themselves in and out of the visitor's book in order to comply with fire safety regulations.

### **Visiting**

- 12.1 The home has no formal visiting time's, but we ask that visitors are respectful of other residents and avoid early morning and late night visiting and meal times or dining rooms.
- 12.2 If clients are going out from the home, we ask that staff are advised before they leave and information regarding expected return time is provided in support of catering arrangements and medication.

### **Insurance**

- 13.1 The home has insurance policies in place which cover personal items to a value of £1000 per resident. If property is of a greater value resident must take out their own cover for those items. We request that all high valued items are looked after by the family or if brought in are locked up and logged.
- 13.2 The home tries to ensure its furniture, fittings and gardens are kept as safe as possible, however no responsibility can be accepted for any accident injury which may befall a client and or representative which is due to causes other than negligence.
- 13.3 The home at its own expense shall maintain insurance cover in respect of death or injury caused to clients by the negligence of its employees or agents.

### **Personal monies**

- 14.1 Any client not wishing or unable to control their financial affairs should seek appropriate professional advice. The employees of the home cannot become involved in such matters. The home will retain records for inspection of any financial transactions it is involved in.
- 14.2 Employees of the home cannot witness or become executors of client's wills. They also cannot accept gifts from clients or client's relatives without the written consent of the management of the home. The client or relatives are able to contribute to the homes staff or resident fund which supports events such as Christmas parties.

### **Clients Conduct**

- 15.1 Clients should conduct themselves in such a way that does not disrupt other persons rights to live in the home or which might cause neighbours or other clients physical harm. Clients should not play radio, TV, record, tape or musical instrument so loudly as to annoy neighbours or other people at the home.

### **Damage to Property and Furniture**

- 16.1 The home reserves the right to charge for damage caused by a client to furniture, carpets, furnishings, decorations or any other property or fixtures belonging to the home or the home employees. Items must not be removed or altered without prior consent of management. Clients are prohibited from engaging or instructing private services to alter or repair accommodation, premises or equipment. The home is fully

responsible for the upkeep of furnishings, fabric and property and clients should report any repair or fault found to a member of staff to enable remedial work to be carried out.

#### **Pets**

- 17.1 Pets are welcomed into the home must management ask that this is agreed in advance of the first visit to ensure the pet is suitable to be in the home and can risk assess this. Responsibility and liability stays with the owner during the visit.

#### **Complaints**

- 18.0 The homes complaints policy is displayed in a prominent place.

#### **Procedure For Ending Agreement**

- 19.1 A client and or representative may terminate this agreement by giving the Home written notice of not less than one month to end on the last day of the week i.e. a Sunday. Should the client leave the home without giving the required notice, payment of the fees in lieu of notice at the normal periodic rate will be required.

- 19.2 The home may terminate this agreement and require the client to leave the home by giving written notice to the client of not less than twenty-eight days in the event of the following circumstances.

Any amount due to the home for outstanding fees is thirty days in arrears.

Following consultation, the home is unable to provide the degree of care which the client requires.

Required to act by written notice from Care inspectorate Wales or such other duly appointed Statutory Body that replaces from time to time the said authority. This may necessitate a reduced period of notice period as required by the organisation.

Any breach of the agreement by the client not capable of remedy.

The client's absence for a period in excess of 3 months.

Circumstances or behaviour which causes a nuisance or is detrimental to the home or welfare of others.

- 19.3 If, in exceptional circumstances, the client's behaviour or other circumstances relating to the client are materially detrimental to the safety and welfare of clients or the home, the home shall be entitled to end the agreement by twenty four hours written notice to the client and or representative. Social Services or the Health Board will be immediately notified by the home

- 19.4 The home shall not ask a client to leave until every effort is made to try to resolve difficulties. Wherever possible the home will assist with finding alternative accommodation.

- 19.5 This agreement will immediately terminate on the death of the client and the home will be entitled to claim fees for seven days following the death. The home may incur medical or other expenses in relation to the client's death, all unpaid fees shall be the liability of the deceased estate and may be recovered from the client's next of kin or representative, if the client's estate is inadequate to cover the charges.

Duly legally authorised next of kin or representative will be given access to their bedroom for seven days after the death after making prior arrangements with the home. The home will inform authorities where funeral arrangements will need to be made but will not be responsible for any aspect of registration of the death or funeral arranging the home will not store or be responsible for personal belongings following this period of time. All client's belongings are required to be removed within the seven days. Any storage required will be charged directly to the estate or relative/representative.

- 19.6 any part of a day shall count as one day for the purpose of this agreement.

- 19.7 Notwithstanding the bringing to an end this agreement such of the terms of this agreement as may be capable of being performed in the future or ones of continuing nature shall thereafter remain in full force and effect and bringing to an end this agreement shall not extinguish the parties liabilities to one another in respect of antecedent breaches.

#### **Third Party Contributions**

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- 20.1 Clients whose fees are paid by a Commissioner of the service may, if they chose, seek a placement at the Home where the cost of the service to be provided exceeds the fees for the category of care which the commissioner assesses the client as requiring. In such cases the balance between the cost of such facilities and fees paid by the commissioner will be paid by the representative (the third-party contribution) to the home.
- 20.2 Subject to 20.4 in all such Third Party Contribution cases the client is not responsible for any of those additional fees over and above the fees paid on their behalf by the commissioners and all references in the standard agreement and the supplemental terms and conditions to the responsibility of the client fees to the home is not applicable in relation to the Third- Party Contribution fees only.
- 20.3 In all such Third Party Contribution cases the representative is solely responsible for any additional Third Party Contribution fees of the Client over and above the fees paid on behalf of the client by the Local Authority and all references in the standard agreement and this supplemental document of terms and conditions to the responsibility for feed to the home remains legally binding and enforceable against the representative.
- 20.4 While the client may not be responsible for the Third-Part Contribution as set out in 20.2 the Client will remain liable under the standard agreement and its terms and conditions for all fees payable to the home with said fees payable weekly or monthly do not represent the Third-Party Contribution or those fees payable by the commissioners. In such circumstances those fees continue to be payable in accordance with the standard agreement by both the client and or representative and such responsibility for those fees is joint and several.