



Nursing & Residential Care Home
Henfield Road, Upper Beeding, West Sussex BN44 3TF
t: (01903) 812 105 e: info@valeriem Manor.co.uk

HOME CARE HOME LIMITED T/A VALERIE MANOR RESIDENT'S CONTRACT

Date: _____ of _____ 20

BETWEEN:

(1) **HOME CARE HOME LIMITED** (Company No: 06382339) (Valerie Manor) whose registered office is Valerie Manor, Henfield Road, Upper Beeding, West Sussex BN44 3TF

AND

(2) [_____] of [_____] (the "RESIDENT").

VALERIE MANOR'S PROMISE TO THE RESIDENT

The Resident's Room is designed to be relaxing and comfortable. The Home will provide a range of activities, interests and hobbies that the Resident may wish to pursue. The choice of how much, or how little, the Resident joins in is up to them.

BACKGROUND

- (A) Valerie Manor provides convalescence, long term care and respite care.
- (B) The Resident wishes to receive the Specified Services.
- (C) Valerie Manor is an organisation appropriately qualified and capable of providing the Specified Services required by the Resident.
- (D) Valerie Manor and the Resident have agreed to enter into this Contract to set out their respective rights and obligations for the provision of the Specified Services by Valerie Manor and the Resident.

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Registered Company Details
Home Care Home Limited. Registered in England & Wales No. 06382339.
Registered Office: Valerie Manor, Henfield Road, Upper Beeding, West Sussex BN44 3TF



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1. INTERPRETATION

1.1. In this Contract –

‘AUTHORISED REPRESENTATIVE’ means [] of []

‘CARE PLAN’ means the care plan for the Resident from time to time.

‘CONTRACT’ means this agreement entered into between Valerie Manor and the Resident (and any subsequent variation of it).

‘DATA PROTECTION LEGISLATION’ (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/678) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

‘HAZARD’ means any material, substance or organism which, alone or in combination with others, is capable of causing harm.

‘HOME’ means Valerie Manor Residential Care Home, Henfield Road,
Upper Beeding, West Sussex, BN44 3TF

‘VALERIE MANOR’S STANDARD CHARGES’ means the charges shown in Schedule 1 annexed to this Contract.

‘ROOM’ means room number [] situated at the Home (or as may be varied from time to time in accordance with this Contract).

‘SPECIFIED SERVICE’ means the services to be provided by Valerie Manor for the Resident referred to in the Care Plan.

‘TRIAL PERIOD’ means the period of one (1) month commencing from [] day of [].

1.2. The headings in this Contract are for convenience only and shall not affect their interpretation.

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1.3. "Writing" includes emails. When the words "writing" or "written" are used in these terms, this includes emails.

2. SUPPLY OF SERVICES AND ASSESSMENTS

- 2.1. Valerie Manor shall provide a range of care based on an assessment of the strength, needs and risks of the Resident ("**Assessment**"). The Assessments will be recorded in the Care Plan. The Care Plan will be personalised for the Resident and designed to help the Resident meet all their care needs.
- 2.2. The Care Plan will be reviewed regularly with the care professional(s) involved in the Resident's care.
- 2.3. Assessments will normally be in person, unless the Resident is known to Valerie Manor.
- 2.4. If the Resident is known to Valerie Manor, the Assessment may take place over the phone.
- 2.5. In exceptional circumstances (e.g. if the Resident is located far away from where Valerie Manor is based), an over the phone Assessment may be carried out through discussion with other health care professionals in the Resident's area who have knowledge of the Resident.

3. TRIAL PERIOD

- 3.1. Valerie Manor understands that the decision to move into the Home is important, and therefore each Resident is accepted initially on a one (1) month's trial basis, ("the Trial Period".)
- 3.2. One (1) months' of Valerie Manor's Standard Charges shall be paid in advance of the Trial Period.
- 3.3. Both parties shall review whether the Resident's stay will continue at the Home throughout the Trial Period. If either party decides not to continue the residency then that party shall give a minimum of 2 weeks' notice after which the residency will end.

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4. MOVING ROOMS

- 4.1. In the event that the Resident should wish to move to an alternative room in the Home then provided that:
- 4.1.1. the desired room is available;
 - 4.1.2. either the Resident or the Authorised Representative has given express consent to the move; and
 - 4.1.3. prior consultation has been undertaken with the Resident's relatives and if applicable, the Authorised Representative;

Valerie Manor will arrange the transfer subject to any reasonable variation (agreed mutually) of Valerie Manor's Standard Charges.

- 4.2. Should the Resident at any time be unable to pay Valerie Manor's Standard Charges, Valerie Manor will use their reasonable endeavours to transfer the Resident to another room in the Home potentially with a reduced fee payable without prejudice to Valerie Manor's right to ask the Resident to find alternative accommodation and/ or terminate the Contract.

5. FURNITURE, PERSONAL ITEMS AND PERSONALISATION OF THE ROOM

- 5.1. Provided there is suitable space within the Resident's room, the Resident may by prior consent of Valerie Manor transfer with them items of furniture and items of personal or sentimental value ("**Personal Possessions**") provided they do not constitute a Hazard.
- 5.2. Any permission given to the Resident either in respect of this clause 5 will be subject to the following conditions:
- 5.2.1. Personal Possessions are kept at the Resident's risk;
 - 5.2.2. Personal Possessions shall be insured by the Resident with appropriate cover at all times;
 - 5.2.3. although Residents are encouraged to have a small supply of cash, large amounts must not be left in the room and shall be kept in the Home's safe. The Home shall keep a running balance of such sums held in the safe;
 - 5.2.4. clothing should be marked with the Resident's name and should be machine washable and tumble dryable; and
 - 5.2.5. all electrical Personal Possessions must be PAT tested before use.

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- 5.3. If the Resident should wish to personalise the Room, they should seek prior written consent from Valerie Manor and provide Valerie Manor at the time of request with details of the personalisation desired.
- 5.4. The costs of implementing the personalisation will be borne by either the Resident or Valerie Manor depending on the following:
- 5.4.1. if Valerie Manor are able to implement the personalisation by utilising their existing staff then this shall be at no extra cost to the Resident; or
 - 5.4.2. if Valerie Manor are unable to implement the personalisation by utilising their existing staff the Resident shall cover the reasonable costs of doing so. Valerie Manor can assist the Resident in carrying out the permitted personalisation by liaising with third parties such as tradespersons, deliverymen etc.

6. SMOKING AND ALCOHOL

- 6.1. Valerie Manor has a strict no smoking policy operated in the Home.
- 6.2. Alcohol is generally permitted with meals and on social occasions.
- 6.3. Any additional alcohol can be provided at the Resident's own expense and after consultation with the care manager.

7. PETS

- 7.1. Resident's pets will not be accepted unless there are exceptional circumstances in which case Valerie Manor may provide consent (subject to a risk assessment and negotiations with the care manager).
- 7.2. Any permission given to the Resident in respect of this clause 7 will be subject to the following conditions:
- 7.2.1. Pets are kept at the Resident's risk; and
 - 7.2.2. Pets shall be insured by the Resident with appropriate cover at all times.
- 7.3. Valerie Manor reserves the right to later revoke the permission for the Resident to have a pet at the Home.

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8. FEES AND PAYMENT TERMS

8.1. The Resident shall pay Valerie Manor's Standard Charges and any additional sums which are agreed and/ or payable in accordance with this Contract (or any variation of it).

8.2. Valerie Manor's Standard Charges are payable from the date of the Home completing a suitability assessment and it being mutually agreed that the Resident should move to the Home.

8.3. If this Contract is cancelled prior to the Resident being transferred to the Home, then Valerie Manor's Standard Charges will be charged on an apportioned basis from the date of this Contract up to and including the date of cancellation.

8.4. Valerie Manor's Standard Charges will be reviewed annually on 1st April ("**Annual Review**").

8.5. At the Annual Review the following will be considered:

8.5.1. inflationary rises and other costs fluctuations in the provision of nursing care; and

8.5.2. changes in NHS contributions received by Valerie Manor towards the Resident's costs through the preceding year.

8.6. Valerie Manor's Standard Charges are to be paid in advance by the specified methods:

8.6.1. for the Trial Period only by cheque or BACS; and

8.6.2. in all other cases, by standing order or BACS with payments to be received in advance by 1st day of each month.

8.7. Any additional services or expenses will be invoiced and are payable within 30 days of receipt of the invoice.

9. INTEREST ON LATE PAYMENTS

Valerie Manor shall charge interest if any payments are not made by their respective due date on the overdue amount at the rate of 4% above the base lending rate from time to time of The Bank of England. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Resident must pay Valerie Manor interest together with any overdue amount.

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10. TEMPORARY ABSENCE FROM THE HOME

Valerie Manor's Standard Charges will be payable for a Resident who vacates the Home for a temporary period of time (i.e. a hospital stay). This is to ensure that the Room is reserved for the Resident.

11. EVENTS OUTSIDE VALERIE MANOR'S CONTROL

Valerie Manor will not be responsible for delays or non-performance outside its control. If Valerie Manor's supply of the Specified Services is delayed by an event outside its control then Valerie Manor will contact the Resident as soon as possible to let the Resident know and Valerie Manor will take steps to minimise the effect of the delay. Provided Valerie Manor do this it will not be liable for delays caused by the event, but if there is a risk of substantial delay the Resident may contact us to end the contract and receive a refund for any payment made in advance for which the Resident has not received the benefit.

12. TERMINATION DUE TO DEATH OF THE RESIDENT

12.1. In the event of the Resident's death this Contract will end and payment of fees will cease 3 days following the date of the Resident's death. The period which fees may be charged may be extended to 10 days at our discretion if the Resident's room has not been cleared of possessions. This period may be less if Resident's Room has been cleared of the Resident's possessions and is re-occupied before the 3 days' period has expired.

12.2. Valerie Manor require possessions to be removed within 3 days following the Resident's death. If this is not possible, Valerie Manor will store the items in the Resident's Room for up to 10 days and the standard charge shall apply for this period.

12.3. If possessions have not been collected after 10 days, Valerie Manor will provide notice to the Resident's estate of Valerie Manor's intention to dispose of the belongings, which may include their re-sale. A reasonable storage charge may be levied from the date 10 days after death until such time as the Resident's possessions have been disposed of. Any costs associated with the disposal will be charged to the Resident's estate and any money obtained, if belongings are sold, will be credited to the Resident's estate.

12.4. Once all of the provisions of this Clause 12 have been complied with if the Resident has made payments in advance, has made overpayments or Valerie Manor

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are holding money on the Resident's behalf, then this will be refunded to the Resident's estate within 28 days of the Resident's death.

12.5. Valerie Manor and the Resident's representatives shall be entitled to agree the extension of any time limits in this Clause 12.

13. TERMINATION OF THE CONTRACT

13.1. A minimum of one (1) months' notice must be provided from either party, or such shorter period (in the case of unreasonable behaviour by the Resident or where the Valerie Manor reasonably conclude it is not in the best interests of the Resident's welfare to remain a resident) as shall be mutually agreed in order to terminate the Contract.

13.2. The Resident will be charged an apportioned amount of Valerie Manor's Standard Charges in lieu of notice.

13.3. Valerie Manor may end the Contract for the following but not exclusive reasons:

13.3.1. any payments due to Valerie Manor are not paid and payment is not made within 30 days of Valerie Manor reminding the Resident and/or the Authorised Representative that the payment is due;

13.3.2. Valerie Manor are not provided within a reasonable time of asking, information that is necessary for Valerie Manor to provide the Specified Services;

13.3.3. access is not given to the Resident's Room to enable Valerie Manor to provide the Specified Services to the Resident; and

13.3.4. the Resident's condition changes to a point where the Home no longer have the resources to meet the change in needs.

13.3.5. the Resident displays unacceptable conduct to the Home, the Home's staff, or other residents.

13.4. Upon notice of termination being given to the Resident, the requirement to find alternative accommodation will be discussed with the Resident, relatives and/or Authorised Representative.

13.5. Valerie Manor will use its best endeavours to assist the Resident to find alternative accommodation.

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- 13.6. If the Resident ends the Contract unless the Resident has agreed with Valerie Manor or has a right to end the Contract immediately, the Contract will not end until one (1) month after receipt of notice of the termination and the standard charges shall be applied until this end date irrespective of if the Resident vacates the room earlier Valerie Manor will refund any advance payments made for Specified Services or any other services or expenses which have not been provided.

14. LIABILITY FOR LOSS OR DAMAGE AND WARRANTIES

- 14.1. If Valerie Manor fail to comply with these terms, Valerie Manor will be responsible for loss or damage the Resident suffers that is a foreseeable result of its breach of the Contract or Valerie Manor's failing to use reasonable care and skill but Valerie Manor are 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 of the Contract was made, both Valerie Manor and the Resident knew it might happen.
- 14.2. Valerie Manor does not exclude or limit in any way liability to the Resident where it would be unlawful to do so. This includes liability for death or personal injury cause by Valerie Manor own negligence or the negligence of Valerie Manor's employees, agents, or subcontractors for:
- 14.2.1. for fraud or fraudulent misrepresentation; or
 - 14.2.2. for breach of your legal rights in relation to the services.
- 14.3. If Valerie Manor are liable for damage whilst carrying out services for the Resident, it will make good any damage to the Resident's Personal Possessions caused by Valerie Manor where damage is caused due to the negligence or improper performance of such tasks by Valerie Manor. However, Valerie Manor is not responsible for the cost of repairing any pre-existing faults or damages to the Resident's Personal Possessions that are discovered while providing services to the Resident.
- 14.4. Valerie Manor warrants to the Resident that the Specified Services and any other services agreed, will be provided using reasonable care and skill, as far as reasonably possible, in accordance with the Care Plan and at the intervals and within the times referred to in the Care Plan.
- 14.5. Where Valerie Manor supplies in connection with the provision of the Specified Service any goods supplied by a third party, Valerie Manor does not give any warranty, guarantee or other term as to their quality, fitness for purposes or otherwise, but shall,

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where possible, assign to the Resident the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Valerie Manor.

14.6. The Resident will be liable to cover any reasonable costs associated with deliberate damage caused by the Resident to the Home.

15. RESIDENT'S PERSONAL DATA AND THE AUTHORISED REPRESENTATIVE'S INVOLVEMENT

15.1. Valerie Manor and the Resident acknowledge that for the purposes of the Data Protection Legislation, Valerie Manor is the data controller (where **Data Controller** has the meaning as defined in the Data Protection Legislation).

15.2. Schedule 2 sets out the scope, nature and purpose of processing by Valerie Manor, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of data subject.

15.3. Valerie Manor shall in relation to any Personal Data processed in connection with the performance by Valerie Manor of its obligations under this Contract do so in accordance with the Privacy Statement annexed to Schedule 2.

15.4. The Resident agrees that Valerie Manor can discuss all aspects of this Contract and the Specified Services and agree changes to this Contract and the Specified Services with the Authorised Representative and can provide such Authorised Representative with copies of relevant information as required.

15.5. In addition, the Resident agrees that any notices to be served on the Resident will be deemed to be served on the Resident if served on such Authorised Representative at the Authorised Representatives' address stated in the definitions above or such other addresses as such Authorised Representative may designate by notice.

15.6. Where this Contract is signed under a power of attorney on behalf of the Resident, Valerie Manor must be provided with a copy of the power of attorney.

16. DECLARATION RELATING TO REGISTRATION AND QUALITY ASSURANCE

16.1. The Home is registered as a care home for nursing by the Care Quality Commission. The Care Quality Commission is responsible (through assessments and inspections) for ensuring that required standards are met and maintained.

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16.2. The Home operates a Quality Management System which has been designed to meet the requirements of relevant legislative and regulatory bodies and is reviewed regularly by the Care Quality Commission.

16.3. Valerie Manor's policies and procedures are based on current legislation affecting the Home and on best practice guidelines. All Valerie Manor's systems are designed to enhance the resident's quality of life and should at all times respect the resident's privacy, independence, dignity and rights whilst offering the resident choice and fulfilment in your daily life.

17. COMPLAINTS PROCEDURE

17.1. If the Resident has any questions or complaints about the services, care or treatment, please in the first instance discuss any complaints with either the manager or a senior care staff on duty.

17.2. If the complaint is not satisfactorily resolved, it should be referred to the Care Quality Commission. A copy of Valerie Manor's Complaints Procedure is attached to this Contract.

18. TRANSFER OF THIS CONTRACT

Valerie Manor may transfer this Contract to someone else. Valerie Manor may transfer its rights and obligations under these terms to another organisation. Valerie Manor will always tell the Resident in writing if this happens and will ensure that the transfer will not affect the Resident's rights under the Contract. Valerie Manor will give at least one (1) months' notice of any proposed change.

19. VARIATION OF THE CONTRACT

Valerie Manor reserves the right to vary the terms of this Contract. In doing so, Valerie Manor will give at least one (1) months' notice of any proposed change. If the Resident does not agree to the change they will have a right to terminate the Contract.

20. ENTIRE AGREEMENT

This Contract (together with the terms, if any, set out in the Care Plan) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except as specified in clause 19.

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21. THIRD PARTY RIGHTS

This Contract is between Valerie Manor and the Resident. No other person shall have any rights to enforce any of its terms.

22. SEVERANCE

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

23. NO WAIVER

Even if Valerie Manor delays in enforcing this Contract, they can still enforce it later. If Valerie Manor do not insist immediately that the Resident does anything required under this Contract, or if Valerie Manor delay in taking steps against the Resident in respect of breaking the Contract, that will not mean that the Resident does not have to do those things or prevent Valerie Manor taking steps against the Resident at a later date.

24. JURISDICTION AND GOVERNANCE

The Contract is governed by English law and the Resident or their Authorised Representative can bring legal proceedings in respect of services in the English courts.

Signature of The Resident or an Authorised Representative on behalf of the Resident:

..... DATE

Signature of a Director on behalf of Valerie Manor:

..... DATE

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SCHEDULE 1 – FEE SCHEDULE

Valerie Manor’s Standard Charge per week: £[]

Valerie Manor’s Standard Charges include:

- Full board and personal care. The personal care will be in accordance with the Resident’s Care Plan. Specifically including:-
 - Provision of a warm, comfortable and safe environment.
 - Assistance when necessary with bathing, washing and mobilising.
 - Administration of prescribed medicines. Valerie Manor will procure medicines from a local pharmacist.
 - Care during illness.
 - Encouragement to join in activities and events taking place in the Home in order to provide a stimulating and happy environment.

This will be charged on a monthly basis and calculated as following: Weekly fee divided by 7(days per week) multiplied by 365 (days a year) divided by 12 (months)

A full breakdown of costs can be accessed from the proprietor.

If someone has nursing needs the FNC (Funded Nursing Care) contribution will be added to the above weekly fee. This will be refunded, should it be received from the NHS.

Additional Charges not included with Valerie Manor’s Standard Charges and at additional expense of the Resident:

- Daily papers and similar items that the Resident may wish to purchase.
- Toiletries provided by the Home.
- Use of services the hairdresser offers who comes to the Home.
- Special outings and events e.g holidays or theatre trips, which may be organised for Residents or to which they are invited.
- Any health services that the Resident decides to purchase privately, which have not been identified within the Care Plan as being part of any NHS-funded service, or that are not covered by the normal NHS to which they are entitled such as chiropody, dentistry, opticians etc.
- Escort and travel costs to the above mentioned services.
- Travel costs, for example the Resident decides to use public or private transport for social reasons, making visits etc.

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- Any additional aids and appliances that the Resident seeks to purchase for their own comfort and that are additional to those to which they are entitled from health and social services.
- Any other items of a luxury or personal nature.
- Any costs payable as a result of deliberate damage by the Resident to the fixtures and fittings and/or decoration in the Home

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SCHEDULE 2 –

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Home Care Home Limited (Valerie Manor) Privacy Notice May 2018

Introduction

This is Home Care Home Limited's Privacy Notice.

As part of the services we offer, we are required to process personal data about our staff, our service users and, in some instances, the friends or relatives of our service users and staff. "Processing" can mean collecting, recording, organising, storing, sharing or destroying data.

We are committed to providing transparent information on why we need your personal data and what we do with it. This information is set out in this privacy notice. It will also explain your rights when it comes to your data.

Service Users

What data do we have?

So that we can provide a safe and professional service, we need to keep certain records about you. We may record the following types of data about you:

- Your basic details and contact information e.g. your name, address, date of birth and next of kin;
- Your financial details e.g. details of how you pay us for your care or your funding arrangements.

We also record the following data which is classified as "special category":

- Health and social care data about you, which might include both your physical and mental health data.
- We may also record data about your race, ethnic origin, sexual orientation or religion.

Why do we have this data?

We require this data so that we can provide high-quality care and support. By law, we need to have a lawful basis for processing your personal data.

We process your data because

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- We are required to do so in order to fulfil a contract that we have with you;
- We have a legal obligation to do so – generally under the Health and Social Care Act 2012 or Mental Capacity Act 2005.

We process your special category data because

- It is necessary due to social security and social protection law (generally this would be in safeguarding instances);
- It is necessary for us to provide and manage social care services;
- We are required to provide data to our regulator, the Care Quality Commission (CQC), as part of our public interest obligations.

We may also process your data with your consent. If we need to ask for your permission, we will offer you a clear choice and ask that you confirm to us that you consent. We will also explain clearly to you what we need the data for and how you can withdraw your consent.

Where do we process your data?

So that we can provide you with high quality care and support we need specific data. This is collected from or shared with:

1. You or your legal representative(s);
2. Third parties.

We may do this face to face, via phone, via email, via our website, via post, via application forms, via apps, via fax

Third parties are organisations we have a legal reason to share your data with. These include:

- Other parts of the health and care system such as local hospitals, the GP, the pharmacy, social workers, clinical commissioning groups, and other health and care professionals;
- The Local Authority;
- Organisations we have a legal obligation to share information with i.e. for safeguarding, the CQC; Health and Safety Executive (HSE)
- The police or other law enforcement agencies if we have to by law or court order.

Staff

What data do we have?

www.valeriem Manor.co.uk

Registered Company Details
Home Care Home Limited. Registered in England & Wales No. 06382339.
Registered Office: Valerie Manor, Henfield Road, Upper Beeding, West Sussex BN44 3TF



Nursing & Residential Care Home
Henfield Road, Upper Beeding, West Sussex BN44 3TF
t: (01903) 812 105 e: info@valeriemano.co.uk

So that we can provide a safe and professional service, we need to keep certain records about you. We may record the following types of data about you:

- Your basic details and contact information e.g. your name, address, date of birth, National Insurance number and next of kin;
- Your financial details e.g. details so that we can pay you, insurance, pension and tax details;
- Your training records.

We also record the following data which is classified as “special category”:

- Health and social care data about you, which might include both your physical and mental health data – we will only collect this if it is necessary for us to know as your employer, e.g. fit notes or in order to claim statutory maternity pay;
- We may also record data about your race, ethnic origin, sexual orientation or religion;
- Criminal Record Data.

Why do we have this data?

We require this data so that we can contact you, pay you and make sure you receive the training and support you need to perform your job. By law, we need to have a lawful basis for processing your personal data. We process your data because

- We have a legal obligation under UK employment laws;
- We have a legitimate interest in processing your data – for example, we provide data about your training to Skills for Care’s National Minimum Data Set, this allows Skills for Care to produce reports about workforce planning.

We process your special category data because

- It is necessary due to social security and social protection law - we are required to perform Disclosure and Barring Service (DBS) checks on our staff;
- It is necessary for us to process requests for sick pay or maternity pay;
- We are required to provide data to our regulator, the Care Quality Commission (CQC), as part of our public interest obligations.

We may also process your data with your consent. If we need to ask for your permission, we will offer you a clear choice and ask that you confirm to us that you consent. We will also explain clearly to you what we need the data for and how you can withdraw your consent.

Where do we process your data?

As your employer we need specific data. This is collected from or shared with:

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1. You or your legal representative(s);
2. Third parties.

We may do this face to face, via phone, via email, via our website, via post, via application forms, via apps, via fax

Third parties are organisations we have a legal reason to share your data with. These include:

- Her Majesty's Revenue and Customs (HMRC);
- Our pension and healthcare schemes *including SGW PAYROLL services and ME Outsourcing accountants*
- Our external payroll provider; (As above)
- Organisations we have a legal obligation to share information with i.e. for safeguarding, the CQC; HSE, Local Authority
- The police or other law enforcement agencies if we have to by law or court order.

Friends/Relatives

What data do we have?

As part of our work providing high-quality care and support, it might be necessary that we hold the following information on you:

- Your basic details and contact information e.g. your name and address;

Why do we have this data?

By law, we need to have a lawful basis for processing your personal data.

We process your data because we have a legitimate business interest in holding next of kin and lasting power of attorney information about the individuals who use our service and keeping emergency contact details for our staff.

We may also process your data with your consent. If we need to ask for your permission, we will offer you a clear choice and ask that you confirm to us that you consent. We will also explain clearly to you what we need the data for and how you can withdraw your consent.

Where do we process your data?

So that we can provide high quality care and support we need specific data. This is collected from or shared with:

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We may do this face to face, via phone, via email, via our website, via post, via application forms, via apps, via fax

Third parties are organisations we have a legal reason to share your data with. These may include:

- Other parts of the health and care system such as local hospitals, the GP, the pharmacy, social workers, clinical commissioning groups, and other health and care professionals;
- The Local Authority;
- The police or other law enforcement agencies if we have to by law or court order.

Our Website

In order to provide you with the best experience while using our website, we process some data about you.

Our cookie policy can be found on our website by following the link below:

<https://valeriem Manor.co.uk/>

Your rights

The data that we keep about you is your data and we ensure that we keep it confidential and that it is used appropriately. You have the following rights when it comes to your data

1. You have the right to request a copy of all of the data we keep about you. Generally, we will not charge for this service;
2. You have the right to ask us to correct any data we have which you believe to be inaccurate. You can also request that we restrict all processing of your data while we consider your rectification request;
3. You have the right to request that we erase any of your personal data which is no longer necessary for the purpose we originally collected it for. We retain our data in line with current legislation.
4. You may also request that we restrict processing if we no longer require your personal data for the purpose we originally collected it for, but you do not wish for it to be erased.
5. You can ask for your data to be erased if we have asked for your consent to process your data. You can withdraw consent at any time – please contact us to do so.
6. If we are processing your data as part of our legitimate interests as an organisation or in order to complete a task in the public interest, you have the right to object to that processing. We will restrict all processing of this data while we look into your objection.

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Please be aware that by withdrawing or asking us to remove your data may have consequences e.g. the non-receipt of a benefit

You may need to provide adequate information for our staff to be able to identify you, for example, a passport or driver's licence. This is to make sure that data is not shared with the wrong person inappropriately. We will always respond to your request as soon as possible and at the latest within one month.

If you would like to complain about how we have dealt with your request, please contact:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
<https://ico.org.uk/global/contact-us/>

DECLARATION OF ACCEPTANCE

I agree that the information stated above which I have been provided with may be retained in the Company's database, for the purposes set out above and for the uses set out above.

Signed.....

Print Name

Resident / Representative

Date:

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VALERIE MANOR COMPLAINTS PROCEDURE

Contact: 01903 812 105
Email: info@valeriem Manor.co.uk

At Valerie Manor we always try to provide high quality care 24 hours a day, but sometimes things do go wrong, or misunderstandings may occur.

If, therefore, you feel that you have any reason to complain, then please speak in the first instance to the Nurse in Charge of the shift who will be pleased to discuss the matter with you and, if necessary, report back to the Deputy Managers.

Should you still feel that your concern is not being properly addressed do not hesitate to ask for Mrs Zoe Fry, the owner and Registered Manager, to contact you to see how the matter can be resolved.

If you are still not happy with how your issue is dealt with, or you prefer to not to talk to us directly we recommend you contact the following organisation:

- **Healthwatch West Sussex**, a confidential consumer champion for health and social care - 0300 012 0122

Or you can contact one of the following organisations:

- **Care Quality Commission**, the independent regulator of health and social care in England - 0300 061 6161
- **West Sussex Adults' Services CarePoint** - 01243 642121

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Schedule of Sundries (not exhaustive)

| Item | Amount | Comments |
|---------------------------------------|--------|--|
| Jalopy and Driver | 25.00 | Per Hour in 30-minute increments |
| Carer escort | 12.50 | Per Hour in 30-minute increments |
| Trained Nurse escort | 20.00 | Per Hour in 30-minute increments |
| Taxi | | Price upon request or receipt in an emergency |
| Guest lunch | 10.00 | Per person |
| Guest Supper | 5.00 | Per person |
| Special lunch | 25.00 | Per person |
| Chiropody / Podiatry | | Priced by chiropodist / podiatrist |
| Hairdresser | | Priced by hairdresser |
| Reflexologist | | Priced by reflexologist |
| Private Services e.g. physiotherapist | | Individual prices could be obtained |
| Dry Cleaning | | Individual prices could be obtained |
| Newspapers | | Advertised newspaper price |
| Toiletries | | Based on individual requests if representative unable to obtain. |
| Incontinence Products | | Individual prices could be obtained if purchased at the request of the resident or if the resident is not entitled via the NHS |
| Form / Document Completion | | This will be based on the level of expertise, time and detail required and will be discussed on an individual basis |
| Non Prescription Medication | | Advertised price |

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