

# ST. DAVIDS RESIDENTIAL HOME

## SERVICE USER GUIDE

Prepared in accordance with the Regulation and Inspection of Social Care (Wales) Act 2016



### REGISTERED PROVIDER:

St. David's Care Ltd  
T/A St David's Residential Home

Tel: 01745 550 506

Care Inspectorate Wales (CIW)  
Sarn Mynach  
Llandudno Junction  
Conwy  
LL31 9RZ  
Tel: 0300 062 5034  
Fax: 0300 062 5030

[ciw@gov.wales](mailto:ciw@gov.wales)

### REGISTERED MANAGER:

Miss Emily Jones  
QCF Level 4/5

Tel: 01745 353 621  
Fax: 01745 353 331

St David's Residential Home  
36 East Parade  
Rhyl  
Denbighshire  
LL18 3AN

[www.saintdavidscare.com](http://www.saintdavidscare.com)

[manager@saintdavidscare.com](mailto:manager@saintdavidscare.com)

## Contents

<b>Description</b>	<b>Page</b>
Introduction	3
Aims and Objectives	4
Philosophy of Care and Registered Providers Name and Address	5
Home Manager	6
Home Organisational Structure	7
Staff Numbers and Training	7
Accommodation	8
Admission	9-10
Language & Communication needs	11
Financial Arrangements and Fees	11
Fees – What is included	11
Fees – What is not included	12
Privacy and Dignity	12
Dying and Death	13
Smoking and Alcohol	14
Fire Safety	14
Maintenance	14
Availability of Care and Aids	15
Heating, Ventilation and Lighting	15
Religion (Worship/Attendance at Religious Services)	15
Contact with Family and Friends & Advocacy Services	16
Care Plan	16
Complaints	18
Therapeutic Activities	18
Leaving or Temporarily Vacating	19
Monitoring and Quality	19
Pets	20
Medication	20
Furnishings, Fittings and Personal Property	20
Facilities and Services	21
Meals, Catering and Kitchen Arrangements	24
Useful Contact Details	25
APPENDIX A - Contract of Residence	26-33
APPENDIX B – Privacy Notice	33-34

**This document has been written in accordance with the Regulation and Inspection of Social Care (Wales) Act 2016. Each individual will be issued with a copy. A copy will also be available at the Main office at all times. A large print copy is also available upon request**

**The document will be reviewed 6 monthly unless circumstances dictate that it should be reviewed earlier.**

## Introduction

This Service User Guide (Statement of Purpose) is prepared as a legal requirement. St David's Care Limited (or "St David's Care Home, or St David's" or "The Home") is a company registered in England and Wales and it is wholly owned by Colet Care Limited. This Service User Guide sets out the mission of the Home and defines the people for whom the Home cares for:

It includes information on the facilities and services available to all individuals.

It may be that some individuals may not require or need some of the services/facilities, or that individuals may not wish to use the services/facilities offered.

It sets out the outcomes that the Home hopes to achieve for its individuals.

The Service User Guide defines the purpose which the Home has set for itself. Individuals may expect that care services will be delivered by the Home and its staff as well as they can, having regard to all relevant circumstances, to achieve the aims and objectives of the Statement of Purpose.

We cannot guarantee outcomes but St David's will endeavour to achieve a satisfactory result for each individual dependent on certain factors:

1. The full and enthusiastic support of the individual/principal carer.
2. The availability of practical resources.
3. The continued payment of fees, including additional fees if appropriate and any revised fees.

### **The Aims of St David's Care Home**

To offer individuals a homely, family-like environment, maintaining the independence of each individual wherever possible or practical. We offer the individuals/principal carer/person acting on behalf of the individual, the opportunity to exercise choice whenever possible or practical.

To provide personal care for individuals who may or may not suffer from confusion early to middle stages of dementia type illnesses.

To care for individuals, male and female, of the age of 50 years or over.

To provide long term care, short term care and respite care if rooms are available.

### **The Objective of St David's Care Home:**

To offer a clean, comfortable and safe environment.

To ensure comfort and dignity in a friendly and homely atmosphere.

Wherever practical and possible to meet the whole needs of the individual including psychological, social, recreational and spiritual needs.

## **Aims and Objectives**

We, the staff and management of St David's Care Home believe in and pride ourselves on offering the highest quality care for the individual through the dedication of our staff we maintain an environment that is warm, caring, homely and conducive to the individuals' exercising their distinct individuality. We welcome individuals for long term, short term, convalescence and holiday stays.

We provide systematic assessment of each individual's psychological, social, recreational and spiritual needs and develop care plans that are regularly evaluated and reviewed. The interests of the individuals, individually and collectively, assume priority over the home. Individuals are accorded a standard of care which recognises and respects their individuality and diversity. To achieve this, the staff and management of St David's believe that the following principles are paramount:

- PRIVACY:** The individual has the right to be left alone and undisturbed whenever they may so wish. Individuals have lockable rooms, where complete privacy is respected and admission is by consent only. Individuals' personal affairs are always discussed in private and treated as strictly confidential.
- DIGNITY:** The individual's needs are to be appreciated, understood and treated with respect. Each Individual's individuality is appreciated and accordingly, they, their families, visitors and possessions are to be treated with respect.
- INDEPENDENCE:** Independence is encouraged and fostered. The Individual is able to take calculated risks and think and act for him/ herself. As far as possible, the Individuals make their own decisions.
- CHOICE:** The Individual has the freedom to choose how they organise their time, who they spend it with and what they do. In accordance with this, Individuals have the opportunity to contribute to the organisation of daily routines and activities within the home. Where possible, the Individuals also have the freedom to come and go as they would in their own home, observing the courtesy of informing the person-in-charge of their whereabouts and approximate time of return.
- RIGHTS:** Individuals have and enjoy the same human rights as any other citizen.
- FULFILMENT:** We aim to offer our individuals the environment, the opportunities and the care to ensure they live life to their maximum potential in every way. The dedication of our carers in helping each individual to achieve their personal goals whilst upholding the above principles is fundamental to the daily running of the home.

## Philosophy of Care

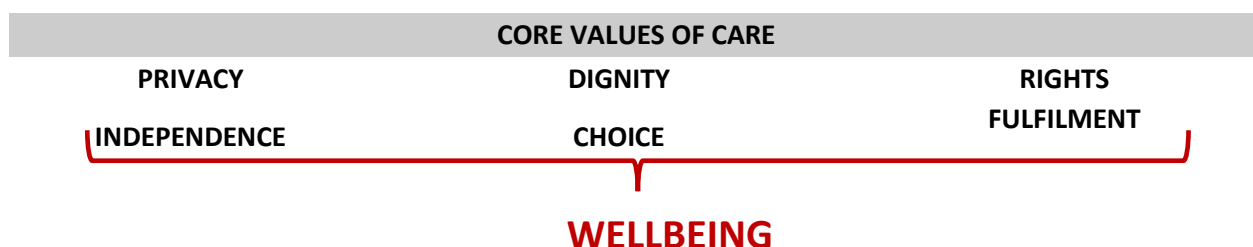
We, the staff and management of St David's Residential Home, believe in and pride ourselves on offering the highest quality care for the Individual. Through the dedication of our staff we maintain an environment that is warm, caring, homely and conducive to the individuals' exercising their distinct individuality. We welcome individuals for long term, short term, convalescence and holiday stays. We provide systematic assessment of each individual's physical and social care needs and develop care plans that are regularly evaluated and reviewed. The interests of the individuals, individually and collectively, assume priority over the home. Individuals are accorded a standard of care which recognises and respects their individuality and diversity.

We aim to provide a warm, homely environment where the individual enjoys comfort, security, care and companionship. St David's strives to give individuals the opportunity to live their lives to the fullest capacity – physically, socially, spiritually and emotionally. We are an innovative, forward looking team working to achieve the highest standards. There is a constant review of the way we do things to ensure we continue to be pre-eminent in caring for our individuals.

We provide care for a range of individual needs including old age, Parkinson's Disease, MS, brain injury, osteoarthritis, those with limited mobility, mild learning disabilities, mild challenging behaviour, diabetes, Alzheimer's disease, dementia with Lewy bodies, frontotemporal dementia, vascular dementia and dual dementia, anxiety disorders, mental health issues, depression, speech/visual/hearing impairments and terminal illnesses (e.g. cancer). We would also consider individuals with other health needs, dependent on assessment.

Carers strive to provide optimum care reflecting patience, personal warmth, understanding and sensitivity to the individual's changing needs. Individualised care plans are drawn up and regularly reviewed. The individual is encouraged to participate in the development of their personal care plan and the involvement of loved ones is greatly valued.

Programmes of activities are organised jointly by the staff and individuals providing forms of leisure whereby individuals can continue to take an interest in life and maintain their skills and confidence. The programmes of activities are greatly varied and designed to provide physical exercise, mental stimulation as well as encourage creativity and raise awareness. However, central to our philosophy of care are our core values:



All Care Staff within the Home are appropriately qualified to deliver a high standard of care. Induction and training are provided periodically to ensure that these high standards are maintained in line with the latest developments in Care Practices as laid down in the relevant Legislation, Regulations and by CIW.

## Registered Provider – Name, Address & Experience

**Name:** Mr David Waltho

Joint Proprietor of St David's Care Home since February 2017.

### Experience

Prior to his retirement in 2012 David spent his career in the civil aviation sector as a professional pilot, latterly as a Captain with Thomson Airways. Civil Aviation in the United Kingdom is among the most closely regulated and safety conscious sectors in UK business and David brings to the home many years' experience in safety system management and regulatory compliance. Since retiring, he has taken on the role of Responsible Individual. In this role he is particularly responsible for all commercial management and operational aspects of St David's, in support of the work of Emily and her team. David is always happy to meet visitors and relatives and to do so informally or by prior arrangement.

## Home Manager Information

**Name:** Miss Emily Jones

Home Manager

### Experience:

Emily 's career with St David's began in December 2013 and she has steadily progressed through the company, becoming a Senior Carer in 2017. Emily then became Deputy Manager of St David's in October 2020. Emily has a wealth of experience at St David's, having worked at the home for over 7 years. Emily holds her NVQ Level 3 in Health and Social Care and completed her Level 4/5 in December 2022

### Qualifications

QCF Level 4/5 - Health and Social Care

QCF Level 3 – Health & Social Care

All Wales Induction Framework

### Address of the Registered Manager

St David's Care Home

36 East Parade

Rhyl

Denbighshire

LL18 3AN

Telephone: 01745 353 621

Fax: 01745 353 331

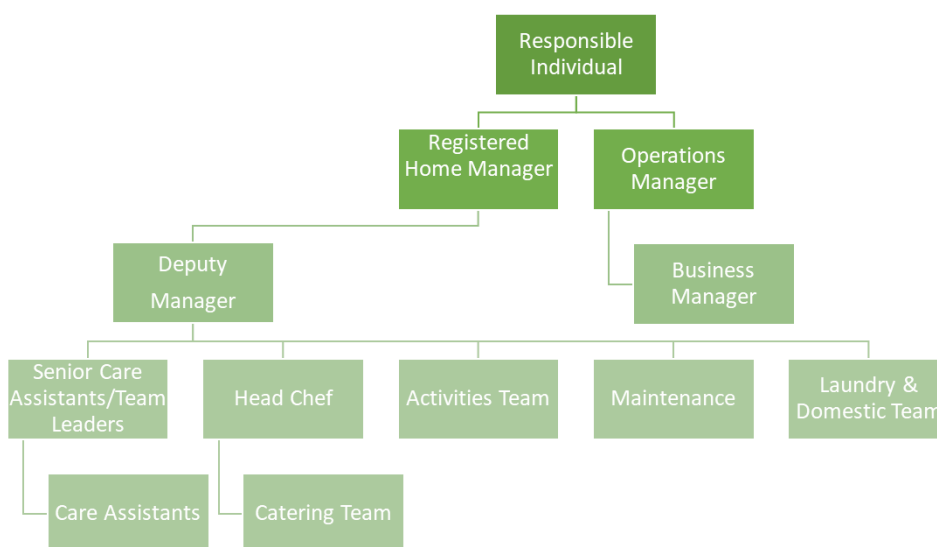
Email: [manager@saintdavidscare.com](mailto:manager@saintdavidscare.com)

Web: [www.saintdavidscare.com](http://www.saintdavidscare.com)

## Care Speciality of the Home

To care for a maximum of 52 Individuals, Male and Female age 50 years or over, that can be accommodated and receive personal care in an Individual Care environment including those who have been diagnosed with a condition of Dementia. Nursing care is provided for palliative care purposes supported by external professionals where required

## Home Organisational Structure



## Details of Staff Numbers and Staff Training

The home employs a total of 40 staff including 2 Care Management staff, a Responsible Individual, a Business Manager, an Operations Manager, 16 Care Staff, 5 Senior Care Staff and 4 Team Leaders. All Senior Care staff hold NVQ Level 3 or above or are studying towards whilst 90% of the Care Staff hold NVQ Level 2 or above, while the remainder are studying to achieve this qualification. Also employed are a Head Chef, an Assistant Chef and 2 Kitchen Assistants, a Maintenance Manager and Assistant, an Activities Co-ordinator, 3 Domestic staff and a Laundry Housekeeper\*\* (variable in line with regulations and occupancy)

Staff are selected on the basis of their qualification, experience and for their qualities of reliability, integrity, skill, friendliness and professionalism. They are carefully screened and references are always thoroughly checked.

During induction and as part of the home's ongoing training and development all staff are trained in-house to the Social Care Induction Framework for Wales in the following critical subjects:

- Understanding the principles and values of care

- Understand the organisation and your role within it
- Maintain safety at work
- Listen and communicate effectively
- Safeguarding
- Continuing Professional Development
- Working with adults at risk
- Certificate or Advanced Training in Dementia
- Conflict Resolution

Also included in the induction training are the following areas

- Confidentiality
- The rights of Individuals
- Food Hygiene and Safety
- Personal Care Tasks
- Care Assistant Responsibilities
- Moving and Handling
- Fire Prevention and Drill
- First Aid
- Welsh Language Awareness

All new staff receive training in the home's policies and procedures as part of their safeguarding training. All induction training conforms to the Social Care Induction Framework for Wales with particular reference to Outcomes 1: "Understand the Principles of Care", 4: "Communicate Effectively" and 5: "Recognise and Respond to Abuse and Neglect".

The home also sends selected staff on external training courses to encourage their continued professional development.

We have a comprehensive training programme which is monitored and documented for individual staff. This is to ensure they fully understand their role and in particular that they have duty of care to each individual before anything or anyone else.

Our management policy ensures a free flow of information between team members who all feel part of an important service to the individuals. The other important ingredient is the very high level of professionalism, dedication and love of the job, which is reflected in the very high standard of care provided at St. David's Care Home.

## *Accommodation*

The Home has 52 registered bedrooms, the sizes of which vary from 11sqm to 50 sqm, and are compliant with the National Care Standards Act 2000. The accommodation is mostly in single rooms, 33 rooms have en-suite facilities and there are four double rooms to accommodate people that wish to share.

The rooms are arranged in four accommodation levels with one lift to access different floors.



### **National Minimum Standards: Environment Compliance (Room sizes)**

The home was registered as a care home prior to March 2002 and is therefore subject to different requirements under the National Minimum Standards for pre-existing homes. The accommodation is measured against standard as follows

<b>Standard</b>	<b>Met</b>	<b>Comments</b>
All single bedrooms over 10m <sup>2</sup>	Yes	All bedrooms are of 10m <sup>2</sup> or above.
Twin Bedrooms over 16m <sup>2</sup>	Yes	Twin rooms are all over 16m <sup>2</sup> .

The home is accessed by an electronic digital keypad lock and exited in the same way. There are also other digital keypad locks around the home. All are linked into the fire alarm system and will disable automatically should the alarm sound. As a provider of care and support to vulnerable adults, we have a duty of care to ensure the health, safety and wellbeing of all individuals who live at Saint David's and to protect individuals from harm.

The key code is available on request.

### **Social Rooms**

There are three communal lounges available to Individuals; a garden lounge which is located on the basement level, with French doors leading to a safe and secure garden area, a large TV lounge on the ground floor, an our Seaside lounge which is located on the first floor. There is also a large separate dining room, all centrally heated.

All communal areas have been recently redecorated and carpeted in friendly colours, including signage where appropriate.

Individuals are encouraged to use these communal areas; equally, Individuals who choose to stay in their own rooms are free to do so. Smoking is not allowed in the building and, whilst generally discouraged within the home, a separate designated outside smoking area is set aside for this purpose.

## *Admission*

### **Admission**

Individuals interested in coming to St David's Residential Home are encouraged to visit and sample the atmosphere and level of service. Arrangements can be made for the individual to come in for a short stay giving the individual time to get to know the staff and adjust to new people and surroundings. A month's trial period is optionally given before taking permanent residency. All individuals will be assessed prior to an agreement of the placement.

Following this assessment, providing the Home can meet their needs and requirements, and the individual/principal carer/person acting on behalf of the individual is in agreement with the

needs/facilities meeting the individual's requirements, only then will the admission of the individual be arranged.

### **Criteria for Admission**

The individual meets the registration requirements of the Home.

- That the agreed needs of the individual based on the assessment can be met by the Home at a fee that is commensurate with those needs.
- That the individual will integrate into the community of St David's Care Home.
- That the individual/principal carer/person acting on behalf of the individual agrees to the terms and conditions of residence.
- No Individual will be admitted without ensuring that:
- The Home has carried out a full assessment. If the assessment has been carried out by someone else, the Home will verify that the assessment is full and correct.
- The Home Manager is satisfied that the individuals' needs can be met by the Home at a set fee agreed to, following the assessment.
- The appropriate person acting on behalf of the individual has been advised that the care needs of the individual can be met and the fee level chargeable and whenever practical and possible, a full care plan demonstrating how these needs will be met.
- The appropriate person acting on behalf of the individual has acknowledged in writing: The assessment is full and when applicable to care plan is acceptable, and that the individual (where able) will support the Home in the implementation of the care plan.

### **Emergency Admissions**

Emergency admissions should be a rare event. Before any admission to the Home under emergency circumstances, the Home and the individual/principal carer/person acting on behalf of must agree the place to which the individual will be discharged if the placement proves unsuitable for either party. If an admission is accepted without the completion of the normal assessment documentation, the Home Manager or a suitably qualified person must be satisfied that, with the information available, the individual's needs/requirements can be met within the Home.

The individual or related person is advised in writing of the fee agreed to care for that individual, and has agreed the same in writing. An initial personal plan will be in place within 24 hours of the service commencing. A full assessment is carried out as soon as possible and the personal plan is reviewed and updated during the first 7 days following admission.

If at any time, the Home Manager considers the Home cannot meet the individual's needs/requirements, or the individual/principal carer/person acting on behalf of the individual, will not accept either the assessment or the care plan or declines to cooperate, the contract for admission will terminate and alternative arrangements must be made. If an individual is admitted under the above circumstances and there are concerns that the individual has an underlying medical condition that needs investigation, or any injuries or symptoms are present that may have resulted from a fall, in consultation with the individual/principal carer/person acting on behalf of the individual and the General Practitioner, the individual may be referred to Hospital. If an individual has no financial means

and is to be funded by social services, the admission cannot take place until a discussion and an agreement of the fees has been completed by the social worker.

If out of working hours, the duty social worker must agree, and sign documentation to say they agree, to fund the placement at the agreed fee. This includes short stay and respite care. If an individual has no social worker and no community assessment has been carried out, the duty social worker must be contacted to arrange this as soon as possible. For any individual who is self-funded, the criteria for admission and the assessment process and care planning will apply for both routine and emergency placements. Whenever possible and practical an individual, principal carer or person acting on behalf of the individual will be introduced to a Senior Carer on admission.

### *Language & Communication Needs*

The initial assessment and care plan will include when required, a preferred language assessment. Provisions for needs (such as translation of documents, translator for appointments etc.) will be put in place and the Home will strive to provide a tailor-made service that will enable the individual to fully understand the services being offered. At present we have one member of staff who speaks Welsh, all staff are issued with a Welsh Language Booklet at induction, and encouraged to undertake the Learn Welsh course to enable us to work towards the Welsh Language Active Offer

### *Financial arrangements and fees*

We are committed to providing value for money within our comprehensive and caring service:

The fees charged are dependent on the following:

- The type of facility required.
- The type of care package and needs of the Individual
- The size and location of the bedroom.

Depending on the personal financial situation, an Individual can either pay the fees privately or receive benefits arranged by social services.

The current rules relating to finance can be complicated and specific advice is available from the Home Manager.

#### **Fees and what is included**

- Fully trained staff in 24 hour attendance
- Good Home Cooking
- Provision for Special Diets where requested and agreed prior to admission
- GP Visits Administration
- Medication Administration
- Call System
- Full Central Heating
- In House Entertainment

- Laundry Service – The Home uses Industrial Machines and many items need to be washed at high temperatures. We therefore cannot accept responsibility for any items accidentally damaged. We advise that easy wash items and non-delicates are provided for Individuals. Please notify staff members should items require specialised cleaning. All clothes must be labelled with Individual's names.
- Free wifi access

### **Fees and what is not included**

- Dry cleaning
- Visits from the hairdresser to the home
- Weekly visits for a private chiropodist to the home
- Private phone installation and calls
- Newspapers and magazines
- Taxis and Transportation to hospitals, etc.
- Staff escorts for appointments at a cost of £12.50 per hour (from April 2022)

NB: The above will be invoiced separately or deducted from any personal allowances deposited with the Home

## *Privacy and dignity*

Staffs are trained to strive to preserve and maintain the dignity, individuality and privacy of all Individuals within a warm and caring atmosphere, and in so doing will be sensitive to the Individuals ever changing needs.

Staffs are trained through their induction, of the importance of maintaining an individual's privacy and dignity at all times.

Doctor's visits/any visits by other health care professionals will be carried out in the privacy of the individual's room or an area of choice made by the individual/principle carer/person acting on their behalf.

Individuals are dressed appropriately in clothes they choose, or clothes provided for them.

- Where any individual admitted has no one to act on their behalf, the Home will endeavour to ensure that they are provided with clothes and any other requirements needed to maintain their dignity.
- The Home will not be held responsible when funds cannot be made available for the individual.
- An outside Advocacy service will be involved in this instance.

Individuals whenever practical and possible will choose where they sit and where they eat.

Individuals will have access to privacy on receiving any visitors, and staff will abide by the individual's choice of any visitors the individual does not wish to receive.

Individuals are addressed by staff in a way that is determined on admission.

## *Dying and death*

On admission any immediate wishes of the individual/principal carer/person acting on behalf of the individual, will be incorporated in the care plan/admission documentation.

Individuals with a deteriorating condition, including dementia, will have their needs reassessed as frequently as required.

- They will be given the care and comfort including any pain relief they require as assessed at the time.
- Staff will be made available to support the individual and their relative/principle carer/person acting on behalf of the individual.
- Trained professionals may be involved to ensure practical assistance; advice and counselling are available for the support of the individual/relative whenever appropriate.

When applicable the plan of care may be discussed for an individual who is dying.

- It may be necessary to involve the individual's G.P. to discuss any relevant options the individual may have.
- Any option decided upon or declined by the individual will be documented and signed as appropriate.
- The individual's relatives/principle carer, person acting on behalf of the individual, will be involved at the request of the individual or in a situation when the individual is unable to act for his/herself.

An individual who is dying will be treated with dignity and privacy, with consideration of their spiritual and religious needs and requests.

Whenever practical and possible an individual will be able to stay in their own room surrounded by their personal belongings. In the unfortunate event of bereavement, the family can expect every possible support and consolation from staff.

Whereas funeral arrangements are usually made by the next of kin, the Home Staff can be relied upon to assist and explain what is required. Where there is no next of kin, the staff will liaise with appropriate individuals to attend to the necessary arrangements.

Following death, time will be allowed for relatives and friends to pay their final respects. Staff will be made available to give support and help as needed in making final arrangements.

## Smoking and alcohol

For the benefit of all individuals the Home is a non-smoking environment but has a designated outside smoking area. With regards to alcohol, Individuals will normally make their own arrangements unless the doctor has advised to the contrary but, as with smoking, may require to be supervised.

## Fire Safety

- The home has a modern Fire Alarm System fitted, with 'Fire Exit Notices' and 'Fire Emergency Instruction Notices' displayed at strategic points throughout the home as advised by the local Fire Service
- Staffs are instructed during induction training on the Fire Prevention/ Drills Policy. This includes use of the home's fire appliances, evacuation, muster points, raising the alarm, etc. Individuals are informed of the emergency procedure during admission.
- Fire risk assessments have been undertaken and updated regularly as required. Staff training is updated at regular intervals and recorded.
- All fire systems and alarms are tested regularly by staff of the home. Records are kept of all such testing as part of the Manager's responsibilities.
- All firefighting equipment is checked annually by a qualified fire extinguisher maintenance engineer.
- Where possible, furniture, fixtures and fittings are of fire-resistant or fire-retardant fabrics and materials.
- We would kindly ask all Individuals and Visitors not to prop open doors, as this is a fire safety hazard. Door guards are available upon request at an arranged fee

## Maintenance

- All maintenance requirements are recorded in the maintenance book in the Home.
- Where possible maintenance is completed in-house.
- Any specialised maintenance requirements will be completed by an appropriate registered tradesman.

- Decorating and refurbishing of any area of the Home is planned on a yearly basis and included in the "Aims and Objectives" of the Home.
- Maintenance and any other requirements are monitored throughout the year by a variety of audits carried out within the Home.
- It is the Home's responsibility to ensure all equipment is maintained/serviced and safe for use.

### *Availability of Care and Aids*

The Home provides a number and variety of moving and handling aids, including:

- Baths and lifting hoists.
- Following an assessment that aids may be indicated as needed by individuals, individual individual's cases will be referred to the appropriate department e.g. Occupation Therapy.
- As the Health Authority/Trust is now responsible in certain circumstances for providing specialist equipment, individuals will be referred as necessary.
- The Home Manager will assist any individual who is visually impaired or with hearing difficulties to access any aids that may enhance their quality of life. Any costs incurred will be discussed with the individual/principal carer/person on behalf of.
- Our building has one passenger lift and all areas of the home are wheelchair accessible.
- All rooms have a nurse call system.

### *Heating, Ventilation and Lighting*

- All rooms are centrally heated. Radiator covers are fitted on all radiators that Individuals have access to.
- Rooms are naturally ventilated by windows complying with recognised standards.
- Lighting throughout the accommodation meets the standards required.
- Emergency lighting is provided throughout the Home.

### *Religion (Worship/Attendance at Religious Services)*

Each Individual's faith and form of worship is respected. St David's positively encourages the individual's links with the religious/spiritual body of their choice. Services are arranged within the home and visits by clergy of the individual's chosen denomination are on a regular basis. For individuals wishing to attend services outside the home, arrangements should be made with Manager.

## *Contact with Family, Friends & Advocates*

The home maintains an open, friendly atmosphere where relatives and friends are welcomed and encouraged to visit.

Individuals may receive visitors in the home at any reasonable time and in private if desired. We are happy to make arrangements for the next kin to take a meal with the individual if they wish, but request that we are informed of this in advance.

For security and fire safety reasons, visitors must sign the visitor's book on each occasion, and are asked to make the Person in Charge aware of their arrival and departure.

The Individual has the right to refuse to see any visitor, and this right will be respected and up-held by the Person in Charge who will, if necessary, inform the visitor of the Individual's wishes.

Advocates and their services can help residents who would otherwise have difficulty to access information and services, be involved in decisions about their lives, explore choices and options, defend and promote their rights and responsibilities and speak out about issues that matter to them. Advocacy services are available through your local Authority and can be contacted via social services, however we can offer support and guidance for those residents unable to access the service directly themselves.

In the event of any infectious disease or outbreak within the home visiting arrangements may be subject to certain restrictions to ensure the safety of our residents, staff and visitors.

## *Care Plan*

### **Care Plan**

The care plan will include all aspects of the health, personal and social care needs of the individual. When required, individuals will have:

- Manual handling assessment.
- Other documentation will be used as appropriate:
- Nutrition assessment – This may require the involvement of the community dietician.
- Pain assessment
- Continence assessment – when necessary this may be carried out by the
- incontinence advisor for community
- Falls assessment
- Dependency assessment



- Capacity assessment
- Preferred Language Assessment

### **Risk Assessment:**

Some risks will present at the pre-admission stage. These will be discussed and an agreeable outcome reached between the individual/principal carer/person acting on behalf of the individual at this stage and necessary documentation completed and signed. This includes individuals who may wish to self-medicate. Risk assessments will be discussed and completed immediately the risk has become obvious and a suitable an agreeable outcome will be reached between the Home and the individual/principal carer/person acting on behalf of the individual.

Risk assessments may need to be reviewed and changed accordingly with agreement of individual/principal carer/person acting on behalf of the individual. If an agreement cannot be reached that is suitable to the individual/personal carer/person acting on behalf of the individual, and the Home then alternative arrangements will be discussed. All staff will be aware of care plans and any accompanying documents. All care plans will be updated at least on a three monthly basis, or whenever there is a change in an individual's needs. If at any review or update of an individual's care plan, the assessed needs differ substantially from the original care plan it may be necessary, in discussion with the individual/principal carer/person acting on behalf of the individual, that there may be a requirement to increase or reduce the fees payable. If in such circumstances the individual/principal carer/person acting on behalf of the individual, is unwilling to accept and co-operate in the delivery of the care plan as assessed, including paying any increased or reduced fees, the Home may discuss alternative arrangements in accordance with the contract for admission.

### **Restraint**

The Home accepts a definition of restraint as action intended to curb or restrict another person's freedom of action.

The use of restraint is only acceptable when people's safety is clearly at risk. Restraining interventions must then be appropriate to the situation and individual's needs and must be discontinued once the immediate danger has gone.

In this connection the Home may restrict access to the door key code for the safety and security of individuals and may use safety straps for wheelchairs when manoeuvring. No other forms of restraint are allowed within the Home.

### **Care Plan Review**

Once developed, the Care Plan will be regularly reviewed with the individual and their family members to ensure that the individual's needs are met. Adverse reaction to the Care Plan by the Individual will result in an immediate review of the Care Plan by the Manager and Deputy Manager and other members of care staff as necessary. Family and relatives will be encouraged to participate in the Individual's daily routine as far as is practicable. Individuals and their Relatives are always welcome to speak with a member of the Care Staff if they have any concerns. The Care Plan is reviewed at three levels:

- Daily on a shift-to-shift basis. At staff shift changeover the Individual's daily care notes are handed over to staff on the in-coming shift and the Individual's responses and activity patterns discussed as needed. Changes to the Care Plan may be proposed at this point.
- At the end of the four week settling-in period.
- Thereafter a formal review is held with Care Staff on a three monthly basis or as often as is needed.

All amendments to the care plan will require the authorisation of the Home Manager or Deputy Manager. The Individual or their representatives and/or the Individual's GP will be notified accordingly if deemed appropriate. All amendments to the Care Plan are recorded in full. Once developed, the Care Plan will be regularly reviewed with the individual and their family members to ensure that the individual's needs are met. Adverse reaction to the Care Plan by the Individual will result in an immediate review of the Care Plan by the Manager and Deputy Manager and other members of care staff as necessary.

Family and relatives will be encouraged to participate in the Individual's daily routine as far as is practicable. Individuals and their Relatives are always welcome to speak with a member of the Care Staff if they have any concerns.

### **Access to records**

Service users have access to their own records in accordance with the Data Protection Act 1998 and the General Data Protection Regulation (GDPR). Any request from service users for access to their personal file must be discussed with the registered manager, who takes the decision as to what may or may not be shared. The Individual should give notice in writing to the Home Manager that they wish to have access to their records.

### **Complaints**

If as an Individual, relative or visitor, you feel that there is cause for complaint, please discuss the matter with the person in charge. If the matter is in your opinion, a serious one, or if you remain dissatisfied, you can record the complaint in the Complaints Register, which is available from the Home Manager's Office or from the person in charge. A full investigation will be made into the complaint, and you will be advised of the results within 14 days unless there is agreement to extend this date to 28 days.

If after this investigation, you are still not satisfied, or if you feel that the complaint is of a serious nature and you wish to speak to a Registration Officer, then you should contact the Inspection Unit at the local office of the CIW as listed in the front page of this document. Details of the registration authority are displayed within the entrance area to the Home.

### **Therapeutic Activities**

The home policy on "Therapeutic Activities" takes into account the Individual's interests, skills, experiences, personalities and medical condition. The home offers a wide range of activities and games designed to encourage the client to keep mobile, and most importantly take an interest in life

### **Activities with the Staff**

- a. Chatting to Individuals
- b. Going for walks.
- c. Manicures
- d. Playing games
- e. Armchair exercises
- f. Reading letters/magazines/newspapers
- g. Helping to choose Library books.
- h. Music and sing-a-longs.
- i. Maintain lifelong hobbies, crossword puzzles etc.
- j. Visiting entertainers.
- k. Gardening.

## **Outings**

All outings are tailored to Individual's wishes and aspirations, individuals are accompanied out by staff, relatives and volunteers individually and in groups.

Examples of outings are listed below:

Lost in Art Programme	Pub lunches/eating out
Mind Music	Sea life centre
Visits to pantomime or theatre	Trips to the beach
Shopping trips	Pet therapy
Local events (e.g. fetes etc.)	Visits to centres/churches for spiritual or religious needs

## **Leaving or temporarily vacating**

If a person wishes to be discharged from the Home, then 28 days' notice must be given of this intention, or 28 days fees paid in lieu of notice. These conditions are waived during the 4 week trial period. If an Individual temporarily moves out of the Home (e.g. to receive hospital treatment) the bed is retained for a period of eight weeks, provided the normal fee is paid. In the case of social work funded Individuals, this retention period would be reviewed by the Home Manager.

## **Monitoring and Quality**

Within the Home there are various systems in place to ensure the ongoing compliance and quality of all the Home's services and procedures. This includes an in depth annual quality assurance review, conducted by questionnaires. This seeks the views of our individuals, families and visiting health professionals and our staff team. In addition, monthly audits are carried out by all heads of departments. There is a continuous ongoing programme of analysis and reflection providing feedback to our decision making processes.

## **Pets**

Whilst we acknowledge the fact that many people have pets for company during their lifetime and that they may wish to bring an animal with them when they move, the management has a responsibility to all the Individuals with regard to Health and Safety and therefore would need to consider this on an individual basis.

## **Medication**

Medicines are stored safely in accordance with the companies' policies and current regulations. If the individual wishes, is able to self-medicate and has been assessed as being safe to do so, then they may have their medication in a locked drawer in their room and help and advice will be given as necessary. Otherwise all medication will be managed by specifically trained staff and dispensed in accordance with the individual's prescription. The home has a weekly visit from Clarence Medical Centre, and any individual wishing to see a doctor may do so in private if they wish to. Access to GP services is available at any time as required

## **Furnishings, fittings and personal property**

The Home's furniture and fittings meet the current fire regulations.

- Room risk assessments are completed prior to admission taking into consideration the needs of the individual on an individual basis.
- With prior discussion and arrangement individuals are able to bring into the Home items of furniture/personal belongings which can be accommodated safely in their own bedroom.
- The Home does not supply televisions/radio/cassette players/CD players for the individual's bedroom. Any electrical equipment brought into the Home must be by prior arrangement with the Manager. This requirement is to ensure compliance with Health & Safety regulations and any such equipment will be subject to Portable Appliance Testing for safety.
- The Home will not accept any responsibility for personal belongings/equipment brought into the Home that the Manager/Home Staff are not aware of, and has not been recorded as belonging to the specific individual.
- The Home does not have the facility to store furniture or personal belongings that cannot be accommodated in the individual's bedroom.

## **Valuables**

- There is a safe facility within the Home that individuals are able to use by arrangement with either the Manager, Deputy Manager or Administrator
- The Home will only be responsible for money or items of value that have been handed in for safe keeping. Items/money held in the safe will be recorded on the documentation of the individual. Receipts will be issued on request.
- The Home may request a written valuation for items of value held in the safe.
- The Home will not accept liability whatsoever for loss or damage of any money or other valuable property kept (or said to be kept) by an individual in or about the Home, unless such money or property has been:

1. Kept in agreement in writing by the Manager/Person in Charge with a written valuation where applicable.
2. Kept in an agreed place within the Home, with the Manager/Person in Charge, recorded in writing and a written valuation where applicable.

## *Facilities and services*

### **Telephone Facilities**

Individuals have access to the Homes external telephone lines. These can be accessed using the mobile handsets located on each floor of the home, which can be taken to the individual. If an individual needs to make a private call or to receive incoming calls, they may do so in the Managers or Administrators office. Mobile phones are acceptable if an individual wishes to use one. Skype calls can be arranged upon request.

Arrangements can be made for a British Telecom private line telephone to be installed in an individual's bedroom on request. Any cost incurred will be payable by the individual/principal carer/person acting on behalf, including installation fees and future bills. This will be agreed in writing by the individual/principal carer/person acting on behalf of the individual, prior to arrangements being made.

### **Internet Access**

The Home is able to offer free Wi-Fi internet access to individuals, visitors and health professionals. The access code can be obtained from the office on request.

### **Physiotherapy Services**

Physiotherapy can be arranged within the Home following the referral from a G.P. or occupational therapist. Any costs that may be incurred will be discussed with individual/principal carer/person acting on behalf of the individual.

- The Home will accept visits from physiotherapists that have been arranged privately. The time of these visits must be discussed with the Manager or Deputy Manager prior to any visit being arranged.

### **Hairdressing and Barbering Salon**

A Hairdresser visits the home as required, however all residents have the choice to use a local hairdresser and this can be arranged upon request.

- The cost incurred is payable by the individual/principal carer/person acting on behalf of the individual.
- Any extra visits requested will be in liaison with the Hairdresser and individual/principal carer/person acting on behalf of the individual. Costs involved will be payable by the individual/principal carer/person acting on behalf of the individual.

- The Home will accept Hairdressers arranged privately by an individual with prior discussion and arrangement with the Manager or Deputy manager

### **Chiropodist Services**

The Chiropodist visits the home every 6 weeks. The cost of this service is payable by the individual/principal person acting on individual's behalf. The Home will accept Chiropodists that have been arranged privately with prior discussion with the Manager or Deputy Manager.

### **Optician Services**

There is the availability for all individuals to have an eye test/health check on a yearly basis.

- The above is carried out subject to the agreement and co-operation of the individual.
- Any costs incurred will be payable by the individual/principal carer/person acting on behalf of and will be discussed individually at the visit.
- An individual is able to continue to use an Optician of their choice and whenever possible and practical the Home will endeavour to fulfil this wish. Any costs incurred will be payable by the individual/principal carer/person acting on behalf of the individual.

### **Dental Services**

Dental arrangements are available in discussion with individual/principal carer/person acting on behalf of, considering the capability of the individual.

### **Laundry Services**

The Home undertakes all laundry in-house. This facility is included in the agreed fees payable.

The Laundry complies with the 1998 Water Regulations.

- The Home accepts no responsibility for items brought in un-labelled.
- The Home accepts no responsibility for items brought in that require washing by hand.
- Any items requiring dry cleaning must be discussed with the Manager prior to them being left in the Home. Any cost incurred will be payable by the individual/principal carer/person acting on behalf of the individual.
- The Home will not be responsible for any such items left without the prior knowledge of the Manager.

### **General Practitioner**

- Whenever possible the individual will continue to use their present G.P. on admission.
- If for any reason the individual is unable to continue with their present G.P. the Home will assist the individual to register with a new G.P.

- This choice will be made in liaison with the individual/principal carer/person acting on behalf of, before an application is made.

### **Hospital Appointments and Admission**

- The Home will ensure that all admissions and appointments are kept with consideration of the wellbeing of the individual at that particular time.
- Suitable transport will be arranged by the Home.
- For hospital and other medical appointments, the Home does not routinely provide staff to accompany individuals to hospital but will endeavour to make arrangements with family members or relatives to accompany them to these appointments. Where a relative or family member cannot attend for personal or any other reason, the Home will provide the service at a cost which will be discussed with the individual or relative by the manager.
- The Home accepts no responsibility for appointments cancelled due to circumstances beyond their control.

### **Library and Newspaper**

Within the Home individuals have the availability of a wide range of books and reading materials. The literature is varied and includes a variety of large print books suitable for individuals with visual impairment. The home can help with arranging subscriptions to Talking Books services. Newspapers and magazines can be delivered on a daily basis. Any costs incurred will be payable by the individual/principal carer/person acting on behalf of the individual. Staff are always available to offer a letter reading and writing service if required.

### **Personal Shopping**

As part of our activity programme, staff are available to shop for needs and requirements for an individual who has no person to act on their behalf or to accompany individuals on local shopping trips wherever possible staff will be made available. This facility will only be available when the individual has accessible funds.

## *Meals, catering and kitchen arrangements*

### **Meals**

Regular meetings take place with the Chefs and management to ensure that meals are of the highest quality, nutritious and well balanced. Menus are varied and favourite dishes and special diets are catered for, taking in the views and requests of our individuals. As meal times are a social occasion, Individuals are encouraged to eat in the dining room. However, meals may be taken in the privacy of their own room if this is their choice.

The Chef takes pride in making each individual a Birthday Cake created to express their individuality.

Tea, coffee and other hot drinks are served and available 24 hours a day, visitors are also catered for by prior arrangement.

## Catering and Kitchen Arrangements

- The Kitchen facilities are built to the standards required by the Environmental Health Department.
- The Local Authority E.H.D. has a responsibility for notifying the necessary authority and advising the Home on the management of the infection.
- In the case of infection Denbighshire E.H.D. is responsible for notifying the necessary authority and advising the Home on the management of the infection.
- Following a visit, a report is made by the E.H.D. to the registered provider.
- Any requirements will be dealt with in liaison with the Manager and the visiting E.H. Officer.
- To comply with Health & Safety regulations the kitchen areas are not accessible to individuals.
- The Home offers menu choice at all meals. This may be withdrawn due to any circumstances that are beyond our control but will resume as soon as practicable.
- Snacks and drinks are provided at regular intervals throughout the day. Individuals are able to request snacks and drinks from staff members as they wish.
- Special diets will be discussed prior to admission with the individual/principal carer/person acting on behalf of the individual, and the kitchen staff in the Home. The help of the dietician will be sought as applicable. All meals/snacks/supplements and drinks are included in the agreed fee payable.
- If the principal carer/person acting on behalf of the individual, wishes to bring in any additional food for an individual, this will need to be discussed with the Manager or Deputy Manager before doing so.
- The Home will not be responsible for the outcome of any occurrence caused by food being brought into the Home without prior knowledge of the relevant person.
- Staff will encourage individuals to maintain their present level of independence at meal times.
- Staff will be made available to assist individuals as necessary. This will be carried out sensitively and as discreetly as possible.
- Nutritional assessments will be carried out at the discretion of the staff. The outcome will be discussed with the individual/principal carer/person acting on behalf of and any needs/requirements implemented with their agreement.

The Home caters for individuals with varying degrees of needs and requirements which are often very complex. We endeavour to ensure that meal times are an enjoyable experience for all our individuals, maintaining whenever possible their present level of independence and at all times maintaining their dignity.



## Useful Contact Details

Public Services Ombudsman for Wales  
0300 790 0203  
Email: [ask@ombudsman.wales](mailto:ask@ombudsman.wales)

Older Persons Commissioner for Wales  
03442 640 670  
Email: [ask@olderpeoplewales.com](mailto:ask@olderpeoplewales.com)

Care Inspectorate Wales (CIW)  
0300 7900 126  
E-mail: [CIW@gov.wales](mailto:CIW@gov.wales)

Denbighshire SPoA  
0300 456 1000

North Wales Advice & Advocacy  
Association (NWAAA)  
01248 670852  
Email: [enquiry@nwaa.co.uk](mailto:enquiry@nwaa.co.uk)

Flintshire SPoA  
Telephone: 03000 858858  
E-mail: [spoa@flintshire.gov.uk](mailto:spoa@flintshire.gov.uk)

Conwy SPoA  
0300 456 1111  
Email: [wellbeing@conwy.gov.uk](mailto:wellbeing@conwy.gov.uk)

# APPENDIX A

## St David's Residential Home Resident Agreement

Date:

**This Agreement is made between:**

(1) **St Davids Care Ltd** (company no. 06191512) which operates St David's Residential Home, 36 East Parade, Rhyl, Denbighshire LL18 3AN ("the Home") ("We / Us") **and**

(2) of ("You / the Resident") **and**

(3) of ("Your Representative") acting on behalf of the Resident in the manner and to the extent set out in the Representative's Declaration at the end of this Agreement **and**

(4) of ("the Third Party") (see section 6 and the signature page of this Agreement).

## 1. Introduction

- a. This Agreement replaces and supersedes any previous form of contract between the Home and (a) the Resident and / or his or her Representative, and / or (b) the Third Party. This Agreement applies to all placements at the Home, including those made or funded by the Local Authority.
- b. You  are to be admitted to\* [or]  came to\* the Home on [admission date]
- c. This Agreement is entered into in consideration of You being  admitted to\* [or]  permitted to remain at\*, the Home and You remaining a resident there.
- d. **Your Room** at admission to the Home is number \*: (subject to section 3 and section 7 of this Agreement)

\* These options to be completed / ticked (as appropriate) by the Home before signature by the Resident

## 2. How much are the Weekly Fees?

(see more detail at section 6 of this Agreement)

The total Weekly Fee currently payable for Your care and accommodation at the Home is £ \_\_\_\_\_ which is to be paid as follows:

Your (the Resident's) Contribution	£
Local Authority Contribution	£
Contribution by a Third Party	£
<b>Total:</b>	<b>£</b>

The Weekly Fee is due and payable in advance on a calendar month basis.

### 3. Our Services

- a. You have been formally assessed as requiring accommodation and personal care which We are registered and able to provide, through Our staff.
- b. We shall supply to You, with reasonable care and skill, as part of the Weekly Fee:
  - (i) Your own bedroom ("Your Room"),
  - (ii) Physical (personal) care;
  - (iii) Medication as and when prescribed for You by a medical practitioner (however, this does not include the cost of any private prescription);
  - (iv) Regular, appropriate and varied activities to provide stimulation for You in accordance with Your assessed needs;
  - (v) Regular and appropriate meals, snacks and drinks (including any alcohol occasionally offered to all residents with meals or on special occasions);
  - (vi) Laundry services (subject to the limitations in paragraph 9e below);
  - (vii) Housekeeping services, including carpet and furniture cleaning as and when appropriate;
  - (viii) Routine (i.e. normal wear and tear) repairs and maintenance to Your Room and to furniture or equipment provided by Us;
  - (ix) Other 'included services' as set out in the Schedule to this Agreement.
- c. You will not have to share Your Room with another resident unless both You and the other resident wish and agree this. You shall not be moved from Your Room to another bedroom within the Home (other than temporarily, for instance for maintenance and decoration) unless:
  - (i) Your assessed needs have changed and a change of room or home is necessary or appropriate; and/or
  - (ii) You have requested the move and the proposed new room or home is appropriate for Your needs; and/or
  - (iii) You have been offered an alternative room, which is appropriate for Your assessed needs, and You have expressed a preference for that room.
- d. In the event of a proposed change of bedroom, any alteration in the Weekly Fee must also be provided for, and We must consult and discuss the move with You, Your family / Representative (where appropriate), and also with Your GP, and relevant representatives from the Local Authority (as appropriate). We must then reasonably consider any relevant views expressed before making a decision.
- e. You have the right to say who You do or do not want to enter Your Room. However, You do not have the legal right to 'exclusive occupation' of Your Room. This is because the staff, or appropriate contractors, and representatives of any regulatory body who appear to Us to have the right to do so, may enter Your Room at all reasonable times in order to safeguard Your welfare and to provide care, housekeeping, maintenance and other services to You in accordance with Our or their legal responsibilities.

### 4. Aims of your placement & complaints

- a. The aims of the placement are described in Your Care Plan ("Your Plan"). Your Plan will be reviewed

whenever Your needs change, as well as on a three monthly basis.

- b. Our wish is to provide a high quality service that is quick to put right anything that goes wrong, and that listens to Our residents' perspective. If, at any time, You or Your family / Representative (if acting on Your behalf) have any concerns or complaints about the Home or any aspect of Your placement, please tell us as soon as possible. We have a formal complaints procedure available if required.

## 5. Your ability to make decisions for Yourself

- a. It may be that, either now or in the future, You suffer from an impairment in the functioning of Your mind. As a result, this may mean that in relation to deciding about some or all aspects of Your care and / or in relation to deciding to enter into this Agreement, You are unable to understand and weigh the implications of, retain information about, or communicate Your wishes concerning the particular decision. This is referred to as lacking sufficient mental capacity in relation to the particular decision at that particular time. It does not mean, however, that We will stop asking for Your views or will ignore them, or that We will assume You lack capacity in relation to all decisions. There are legal rules We shall follow about ascertaining what is in Your best interests, consulting with other relevant people, and keeping appropriate records about any decisions taken on Your behalf.
- b. Where You have formally appointed someone (for instance, under an Enduring or Lasting Power of Attorney) to make decisions for You in Your best interests in the event that You lose capacity, We shall ask that person (who is Your Representative under this Agreement) to make the relevant decisions, provided We have a copy of the Power of Attorney (so that We can see exactly what powers You have given Your Representative) and evidence that it has been registered (if registration is required).
- c. Where Your Representative is someone who is not appointed under a valid and (where required) registered Power of Attorney, We shall still consult with him/her if You lack mental capacity but s/he cannot make decisions on Your behalf.
- d. If You retain mental capacity, and Your Representative is for instance someone who pays all or part of the Fees from their own resources, We shall not consult him/her about any decision unless You ask us to. It is not lawful for Us to ask Your family and friends to make a decision for You where You retain the capacity to do this Yourself. Even where you lack capacity, We may refuse to put into effect any decision made on Your behalf by another person if it appears the correct procedures have not been followed, particularly as regards Your best interests.
- e. In light of paragraphs a. to d. above, references in this Agreement to "You/the Resident", to "Your Representative", and to consulting others where appropriate, must be read in the context of Your mental capacity at that time and the precise role You have given to any Representative.
- f. You / Your Representative agree promptly to make an appropriate application (at Your expense) to the Court of Protection to resolve any funding or decision-making issues arising out of Your loss of mental capacity, and to copy in the Home on any such application made.

## 6. The Weekly Fee

- a. The Weekly Fee (as at the date of this Agreement) is set out at section 2 of this Agreement. The Weekly Fee does not include the Additional Services described at section 8 below.
- b. You agree to pay Your Contribution by monthly direct debit in advance, the first payment to be made no later than the day before the date of admission to the Home. The Third Party (if any) agrees to pay his/her/its Contribution by monthly direct debit. You also agree to pay a deposit against unpaid Weekly Fees and damage to the Home: see paragraph 9c.
- c. If any Weekly Fees or invoices issued under paragraphs 8a and 8b of this agreement are unpaid, We reserve the right to charge:
  - a. interest at 4% over the Bank of England base rate on the amount outstanding from the date it was due for payment;
  - b. a fixed monthly contribution towards Our administration costs in pursuing unpaid fees, which will be £45 (or £100 where the fees remain unpaid awaiting a property sale, a Grant of Probate / Letters of Administration or a Court Order because We incur more administration costs in these cases); and
  - c. Our reasonable legal costs incurred in obtaining any missed payment;

Provided that the amount of interest, administration contributions and legal costs charged will not exceed Our actual costs arising out of the payment default.

- d. We will review the Weekly Fee annually to take account of inflation and other increases in our costs. The Weekly Fee will also be reviewed if Your assessed needs change or if there is a significant increase in Our properly incurred costs which was not reasonably foreseeable at the time of the last annual review of the Weekly Fee. We will give at least 28 days written notice to You and any Third Party of any change in the Weekly Fee **unless** the proposed increase amounts to more than 50% of the current Weekly Fee **and** is caused by a significant and sudden change in Your assessed needs, in which case We will give You as much notice as practicable.
- e. There is no remittance or reduction in the Weekly Fee for instance if You are absent from the Home for a temporary period, unless We agree this in writing.
- f. The Weekly Fee and any Additional Services (see section 8) must be paid in full up to the date this Agreement comes to an end (see section 7).
- g. In the event that there is a proposed change to who pays the Weekly Fees (e.g. a change from fully private funding to local authority funding), You / Your Representative and any Third Party agree to continue paying the Weekly Fees on time and in full, in accordance with this Agreement, unless and until the new arrangement comes into effect **and** We have received payment in full from the new payer/s. We shall repay You / Your Representative and any Third Party within 28 days of receiving payment from the new payer/s to cover any period for which You / Your Representative / the Third Party have already paid.
- h. Where any contribution towards the Weekly Fee remains unpaid after the due date, Your placement is at risk of being terminated under paragraph 7c below. In those circumstances, and in order to meet our safeguarding responsibilities, we may notify the Local Authority (without further reference to You or Your Representative), that You appear to be in need of Local Authority assessment and support.

## 7. How long Your placement will last

Your placement will last until this Agreement comes to an end. This Agreement shall end only:

- a. When You have given 28 days' written notice to us (or, if You are terminating because We are in breach of this Agreement, reasonable written notice proportionate to the seriousness of that breach) **and** You have moved permanently to other accommodation **and** Your Room has been cleared of Your personal effects (whichever is the later date); **or**
- b. Within the first 28 days of the placement, if it is Our reasonable opinion (or if We agree with You, such agreement not to be unreasonably withheld) that You have not settled or You otherwise appear inappropriately placed at the Home **and** We have given such written notice to You and Your Representative (and any Third Party) as is reasonable and practicable in all the circumstances (or vice versa);
- c. As soon as reasonably practicable in all the circumstances (taking into particular account Your needs and wishes) if:
  - (i) Any part of the Weekly Fee is outstanding or You have otherwise failed to meet Your obligations under this Agreement; **or**
  - (ii) Your needs have changed to the extent that You are no longer appropriately accommodated at the Home; **or**
  - (iii) We are no longer able to meet Your needs for any reason; **and**
  - (iv) **in all cases**, You have been given written notice by Us.
- d. 28 days after Your death occurs (during which time Your Room has been cleared of Your personal effects), or when a new resident has moved into Your Room, whichever is the earlier date; **or**
- e. 28 days after You leave the Home, if You leave without giving the notice required above. However, You may retain Your bedroom for up to eight weeks whilst You are in hospital, if You or Your Representative ask us to keep it available within the first 14 days of Your hospital stay. The Weekly Fee must be paid in full during this time.

## 8. Additional services

- a. You will require a small amount of accessible cash ("Personal Allowance") at the Home, in order to pay for

excursions, tickets, personal toiletries, magazines, newspapers, taxis, personal supplies of chocolate, alcohol and so on. If not paid for by You directly at the time of purchase, We shall invoice You on a monthly basis for these and any other items purchased for Your benefit that are not included in paragraph 2. These may include any private telephone line, private satellite television, private healthcare services (other than those required to meet Your assessed needs), and any specialist equipment that is additional to or of a higher specification than that normally provided by a care home to meet Your needs ("Additional Services").

- b. We also charge on an hourly basis for accompanying You to hospital (except in an emergency) or to other planned healthcare appointments (dentist, optician etc), where You are unable to make Your own alternative arrangements. Details of Our current escort charges are included in the resident pack. Invoices issued under paragraph 8a and 8b must be paid within 7 days.
- c. Unless some other appropriate arrangement is made, We will provide a central locked facility for Personal Allowance up to £50, to which You may have access at all reasonable times.
- d. Where You wish to keep direct physical control of Your Personal Allowance, and if You are capable of doing so, You must take reasonable steps to keep the money secure and should not keep more than £50 on the premises. Whilst the Home's staff are 'vetted' to a high standard, We are not able to do this for all visitors to the Home; neither are We able continuously to supervise the movements of everyone within the Home.
- e. If You choose to keep possession of Your Personal Allowance under paragraph d. above but, at any stage, You appear to be no longer capable of managing this money safely, We shall require You to use the facility under paragraph 8c. The reason for this is both to protect Your property, and also to protect other residents, staff or visitors from mistaken allegations of interference with the Personal Allowance.

## 9. Your property and use of Your Room

- a. You are encouraged and welcome to personalise Your Room with Your own furniture, pictures and other belongings, provided these personal items comply with safety requirements (including the need to ensure sufficient space within Your Room, for instance if You require hoisting or wheelchair access). However, You may not carry out any redecoration or substantial modification of Your Room without Our prior written consent.
- b. We have the right, following consultation and discussion with You (and Your Representative if appropriate), to relocate, remove, test, or reasonably modify any item of Your property that appears to present a health and safety risk, or a security risk, to You, staff or other residents or visitors to the Home. All electrical appliances require an up to date PAT (portable appliance test) certificate before they can be brought to the Home. We will arrange the renewal of the PAT certificate as appropriate. You are strongly urged not to keep very valuable items (such as expensive jewellery) at the Home.
- c. The Home and Your Room are fitted and decorated to a high standard. We reserve the right to charge You for any damage You or Your visitors cause, other than fair wear and tear. We are not obliged to claim on Our insurances in respect of any loss or damage You cause.
- d. You are entitled to open Your mail Yourself, to make and receive telephone calls when You wish and to whom You wish, and to have a key to Your room unless Your Plan sets out any restrictions or limitations in any of these respects.
- e. Our laundry is fully equipped to cater for washing, drying and pressing on a large scale, including high temperature disinfection where appropriate. Whilst staff will take reasonable care to sort and care for laundry by colour and material, We are not able to guarantee specialist care for very delicate or valuable items and do not have dry cleaning facilities on site. Residents and their families / representatives are strongly recommended either to make their own arrangements for such items, or not to bring them to the Home at all. You must also ensure that all Your clothes are clearly and permanently, marked with Your name.

## 10. The Home's rules

The Home is a 'no smoking' home, both indoors and outdoors except in designated outdoor areas. In addition, You must at all times:

- a. act and speak with courtesy and respect for other residents, staff, visitors and neighbours;

- b. do nothing unlawful at the Home and bring no unlawful substances or materials onto the premises;
- c. behave in a way that protects Your safety and welfare and the safety and welfare of others, so far as any condition You suffer from allows; and
- d. abide by any other rules published and notified to You or Your Representative from time to time.

## 11. Insurances

- a. We shall maintain all insurances required by law, including those in relation to employer's liability, public liability and professional indemnity.
- b. We shall also maintain a policy relating to the buildings and contents of the Home. These policies do not include cover for Your personal property (including spectacles, hearing aids and clothes) and cash, for which You must make Your own insurance arrangements.

## 12. Acceptance of this Agreement

- a. The parties hereby complete the details requested below and sign to confirm and clarify to each other their precise status and intentions.
- b. **However, the lack of any party's signature does not prevent an enforceable contract arising on the written terms above.** If the Resident is admitted to the Home, and any party named in this Agreement facilitates that admission, acts to encourage the continuation of the Resident's placement (including by paying any part of the Weekly Fees) or fails to act to terminate the placement, s/he may be deemed by the Court to have agreed this Agreement by conduct.

## Signatures & Declarations

### Us (St Davids Care Ltd / St David's Residential Home)

Signed:

Date:

Name (please print):

Position:

### You (The Resident)

Please make sure You have read and understood this Agreement before You sign it. You should take independent legal advice if you are unsure about anything.

**Resident's Declaration:** "I agree the terms and conditions of this Agreement, including payment of the Resident's (Your) Contribution set out at section 2, as required by paragraph 6b, and as increased from

time to time under paragraph 6d, together with the deposit under paragraph 9c.

I also understand that if I become eligible for Local Authority or CHC funding, I must continue to pay privately until the Home receives the new funding.”

Signed:

Date:

Full Name (please print):

## Your Representative

**Representative's Declaration:** “I agree the terms and conditions of this Agreement, and I sign this Agreement for the following reason/s” (please tick all that apply):

“on behalf of the Resident” [please give / attach full details of capacity in which You are signing eg date and reference of any empowering document e.g. EPA, LPA] and I have read and agree the Resident's Declaration above, in addition to my own Declaration;

“to confirm that I have legal authority to sign cheques drawn on the Resident's account”;

“in my own capacity, because I agree to pay from my own resources” (tick as appropriate):

..... “The total Weekly Fee”

..... “The Resident's Contribution”

..... “Other” (please specify)

Signed:

Date:

Full Name (please print):

Telephone (day time):

Mobile:

Telephone (evening/weekends):

Email:

## Third Party

**Third Party Declaration:** “I agree the terms and conditions of this Agreement, and in particular I agree to pay the Third Party Contribution set out at section 2, as required by paragraph 6b, and as increased from time to time under paragraph 6d.

I also understand that if the Resident becomes eligible for Local Authority or CHC funding, I must continue to pay privately until the Home receives the new funding and until I am released by the Home from paying any contribution.”

Signed:

Date:

Full Name (please print):



## APPENDIX B

### Privacy Notice

St David's Residential Home is a Residential Care Provider owned by St David's Care Limited. This privacy policy explains how we use any personal information we collect about you, during the information gathering process known as an Assessment of Need. Topics covered are:

- What information do we collect about you?
- How do we use such information?
- Access to your information and correction

### What information do we collect about you?

The nature of our service means that very personal and sensitive information is discussed, openly and honestly, to ensure we can meet your health and social care needs in ways that are unique to your circumstances. The specific type of information is required for us to meet our legal and regulatory obligations as a registered provider.

The Lawful Bases which we use are contained within the Data Protection Act 2018 and is (c) Legal obligation: the processing is necessary for us to comply with the law (not including contractual obligations).

### How information about you will be used.

We may share information regarding your care with those who have a need to know, namely Health Professionals, such as GP's, District Nurses, Hospitals etc., Local Authorities, includes departments such as Social Services, Housing, Day Centres etc. Any relevant person identified by you, such as an L.P.A., and our staff. We would like to contact you about the services we provide, please indicate below your preferred contact method.

Post            Email            Phone            SMS

We will not share your information with anyone except those indicated above unless required by law. If you do not wish this information to be shared, please inform us

Personal information supplied to us is used in a number of ways, for example.

- To agree on a Care Plan.
- To review your care needs.
- To monitor your medication.
- To help us improve our services.

### How will we use this information?

Upon completion of your Assessment of Need, we compile a Care Plan which sets out tasks, aspirations and outcomes to meet all your identified needs and this is regularly reviewed and updated. This includes liaising with all those involved in your care such as family, your representative relevant health and social care colleagues and other professionals.

### Access to your information and corrections.

All files held in your name are available for your perusal and you can ask us to remove inaccurate information. Please email [manager@saintdavidscare.com](mailto:manager@saintdavidscare.com) or write to us at St David's residential Home, 36 East Parade, Rhyl LL18 3AN.

Where you use our website, cookies are text files that collect log on information and visitor behaviour information. Cookies track visitor use and compile statistical reports on website activity. You can set your browser to accept or decline cookies. Please be aware that a decline preference may mean a loss of function in some of our website features.

For further information on cookies visit: [www.aboutcookies.org](http://www.aboutcookies.org) or [www.allaboutcookies.org](http://www.allaboutcookies.org)