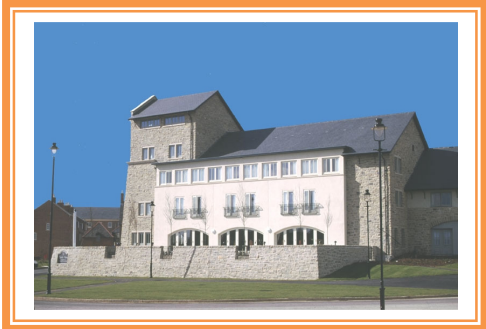




# Information about Avon Reach Nursing and Residential Home Mudeford



Statement of Purpose  
Colten Care (1993) Limited  
Company Registration Number 06587985



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## Introduction to Colten Care

The aim of this guide is to provide you with information about Colten Care (1993) Ltd., Avon Reach Nursing and Residential Home and the services we provide.

Colten Care Ltd. was founded in 1980 by two Hampshire businessmen. They and their families continue to run the company ensuring a family ethos throughout the business. Colten Care acquired its first residential care home in Lymington in 1980, since then it has grown steadily and now has eighteen quality nursing and residential homes in Dorset, Hampshire and Wiltshire.

In 2009 three subsidiary companies were formed, Colten Care (2003) Ltd., Colten Care (1993) Ltd., Colten Care (1693) Ltd., but all companies remain in the ownership of the original founders.

## Mission Statement

Colten Care is committed to Caring for People. We do this by providing:

Individual care and service
First class food
A wide range of activities
A clean, quality built care home

## Aims & Objectives of Colten Care (1993) Ltd

Our **motto** is 'Caring for People' and we achieve this by identifying our values:

<b>Caring</b>	&	<b>Compassionate</b>
<b>Accountable</b>	&	<b>Attentive</b>
<b>Reliable</b>	&	<b>Responsive</b>
<b>Ethical</b>	&	<b>Empathetic</b>

### Our aim is:

To provide highly professional person centred nursing and care services, including dementia care to men and women over the age of 65. We are also able to extend our services to younger people who have similar needs to an older person.

To provide nursing, residential and specialist dementia care within a safe environment, giving our residents opportunities to make use of the facilities available within our homes which include, lounges, dining room, kitchenette, activity room and accessible gardens.

To provide residents with a clean and safe environment, where they are treated with dignity, respect and with sensitivity to their individual needs and abilities.

To ensure that staff are receptive to the individual requirements of residents and the appropriate degree of care is provided to ensure a rich experience of life within the home.

We value our residents and staff and treat them equally, irrespective of gender, nationality, religion or ethnic origin and we promote open and honest communication with all parties.

Colten Care (1993) Ltd. maintains the quality of the services provided to all our residents, while meeting the challenge of regulatory requirements on the service we provide.

It is our **objective:**

To provide excellent standards of care and service to all our residents.

To deliver a service that ensures that residential and nursing care is a positive experience which helps to enhance our residents overall quality of life.

To implement a formal programme of staff selection, recruitment, training and personal development to ensure our residents care needs are met.

To manage the overall service efficiently and effectively and to make the best use of resources.

To ensure all residents receive written information on the homes procedure; for handling complaints, comments and compliments and how to use it.

### **Registered Provider and Registered Manager**

**Registered Provider:** Colten Care (1993) Ltd.

**Registered Office:** Colten Care (1993) Ltd; 16 Western Road, Lymington, Hampshire, SO41 9HL

**Responsible/ Nominated Person: – Ian Hudson**

Ian Hudson is Colten Care's Managing Director and takes overall responsibility for the management of Colten Care on behalf of the Directors. He is registered with the Care Quality Commission as the Responsible Individual for all Colten Care's eighteen Care Homes.

Experience: Ian was a Chartered Accountant for Hodgson & Harris from 1970 – 1989. In 1989 he joined Colten Care Ltd. as Finance Director and in 1998 was appointed Managing Director.

Qualifications: B.Sc (Economics) 1970

Fellow of the Institute of Chartered Accountants in England & Wales 1974

Address of Responsible Person: Colten Care (1993) Ltd., 16 Western Road, Lymington, Hampshire, SO41 9HL

Telephone: 01590 676033

**Registered Manager: - Kimberley Cowell**

Kim is the Acting Home Manager for Avon Reach and is applying to be registered with the Care Quality Commission.

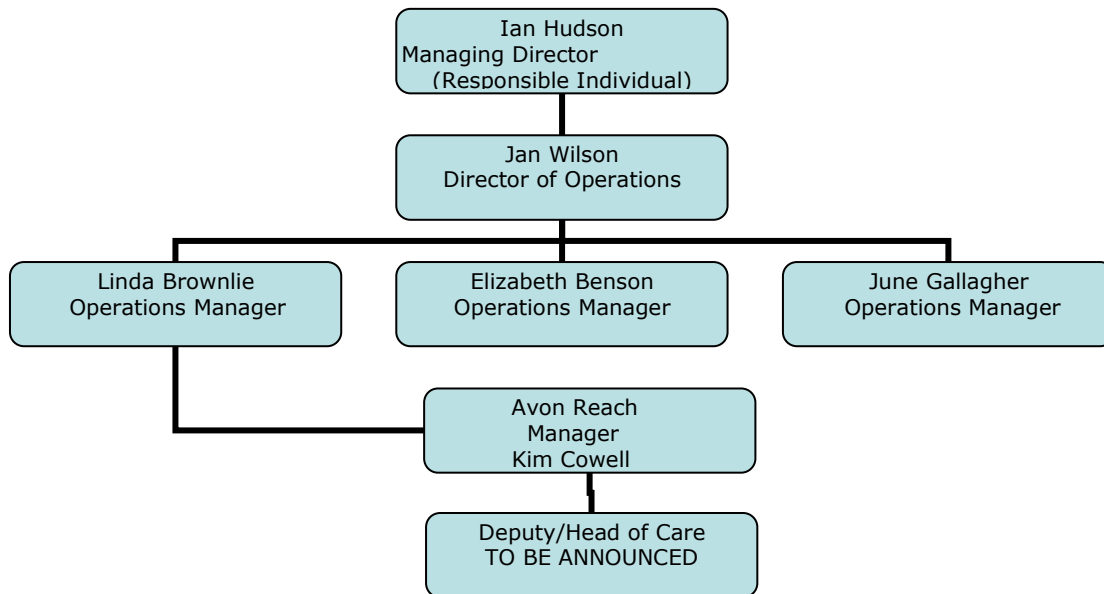
Experience: Prior to joining Colten Care Kim has held managerial roles in care homes including commissioning and managing a 68 bed care home with specialist dementia care.

Qualifications: Registered Nurse, Registered Managers Award and qualifications in business management.

Address of Registered Manager: Avon Reach, Farm Lane, Mudeford, Christchurch, Dorset, BH23 4AH

Telephone: 01425 272666

## Organisational Chart



## Philosophy of Care

At Colten Care (1993) Ltd. we have established our philosophy of care which supports us to deliver a high standard of personalised care and service.

The emphasis within Colten Care is on "Quality of Life".

Each resident has differing needs, preferences and interests and the care and service delivered by our staff reflects each person's individuality and personal choice.

All staff will strive to preserve and maintain the dignity, individuality, independence and privacy of all residents within an attentive and caring environment.

Our staff are sensitive to the residents ever changing needs and rights to a fulfilled life.

## Residents Rights

The rights of all of our residents are the main priority in our philosophy of care. We encourage all residents to exercise their rights to the full.

All services within the home are delivered in a flexible, attentive and non-discriminatory way, while respecting each person's right to independence, privacy, dignity, fulfilment and the right to make informed decisions about risk taking.

**PRIVACY:** The right of residents to be left alone and undisturbed whenever they wish.

**DIGNITY:** The understanding of a residents needs and their right to express their wishes without fear of prejudice.

**INDEPENDENCE**: Allowing a resident to take calculated risks, to make their own decisions and think and act for themselves.

**CHOICE**: Giving a resident the opportunity to select for themselves from a range of alternative options and activities within the home.

**RIGHTS**: Keeping all basic human rights available to the resident.

**FULFILMENT**: Enabling the resident to realise their own aims and helping them to achieve their goals in all aspects of daily living.

## **Privacy and Dignity**

All our staff are trained to preserve and maintain the dignity, individuality and privacy of our residents. We recognise the changes residents face when entering into the care home environment and, to minimise the impact of those changes we promote an open and honest approach.

Residents are able to discuss how personal needs will be met with the registered nurses or key worker and this will be done in conjunction with risk assessments to ensure that safe and satisfactory arrangements are planned.

We will endeavour to retain optimum privacy and dignity by:

- Helping residents to utilise our services and making the place their home.
- Providing keys to bedrooms. Residents are enabled to keep their room locked at all times and staff should knock and only enter with permission.
- Affording privacy when receiving guests, making telephone calls or opening and reading mail.
- Keeping secure all residents' records and information in our nurses' station and strict confidentiality policies are maintained by all members of our staff.
- Assisting residents to maintain their dignity through their personal appearance and behaviour.
- Encouraging involvement in activities in which residents are able to express themselves as individuals.
- Encouraging social integration.

## **Independence**

We recognise the importance for all residents to retain their independence and the problems that group living may cause, particularly when a resident may have been used to one to one care at home.

We will encourage residents to act and think as an individual by:

- Assessing a person's abilities and encouraging self care.
- Allowing residents to take reasonable and fully assessed risks.
- Ensuring residents maintain the links with contacts outside of the home.
- Giving residents the opportunity to contribute to their records and express their views on their care.

## **Freedom of Choice**

We recognise that every resident should have the opportunity to choose a home which will meet their needs and can offer the care that they require. Opportunity should be given to exercise their right of choice in all aspects of daily living.

We enable this right by:

- Providing comprehensive information about the home and the services and care available.
- Providing each resident with a contract or a statement of terms & conditions of residency.
- Carrying out a full needs assessment on each resident prior to admission to ensure we can meet their needs.
- Offering the opportunity for prospective residents to assess the home by way of a visit for the day or for lunch, with or without relatives.
- Providing a varied menu and a choice of rooms in which to take their meals.
- Offering a wide and changing range of activities.
- Maintaining flexibility in the daily life of the home.
- Encouraging residents and/or relatives to complete a Life Diary.

## **Risk Management**

We place great emphasis on promoting freedom of choice and we encourage our residents to be as independent as they wish. However, we cannot provide a completely safe environment and certain preferences may involve some level of risk to you, other residents, or to our staff. On these occasions a risk assessment will have to be carried out, usually by the home manager or the head of care. This will help to reduce risk but we cannot eliminate the possibility of accidental injury whilst you exercise your independence.

We operate a no restraint policy and therefore, would only use such equipment as bed-rails following a full risk assessment. We also operate a no lifting policy for staff, therefore, we also reserve the right to use mechanical hoists where necessary.

## **Colten Care (1993) Ltd. LOCATIONS**

### **Avon Reach**

Avon Reach is situated in the heart of Mudeford in Dorset. It is within walking distance of Mudeford Quay and within easy reach of shops and theatres.

This purpose built home has en-suite accommodation for fifty six residents.

#### ***Regulated Activities:***

Accommodation for persons who require nursing or personal care.

Treatment of disease disorder or injury.

Service: Care Home Nursing

Service User Band: Older People

### **Brook View**

Brook View is situated in West Moors in Dorset just a few minutes walk from local shops. The home has en-suite accommodation for fifty-four residents set over two floors.

#### ***Regulated Activities:***

Accommodation for persons who require nursing or personal care.

Treatment of disease disorder or injury.

Service: Care Home Nursing

Service User Band: Older People

### **Canford Chase**

Canford Chase is situated in Branksome Park in Dorset and is within easy reach of Bournemouth and Poole. This home offers luxury accommodation for fifty two residents

#### ***Regulated Activities:***

Accommodation for persons who require nursing or personal care.

Treatment of disease, disorder or injury.

Service: Care Home Nursing

Service User Band: Older People

### **Castle View**

Castle View is situated in Poundbury, Dorchester on the Duchy of Cornwall estate. The home offers luxury en-suite accommodation to fifty seven residents.

#### ***Regulation Activities:***

Accommodation for persons who require nursing or personal care.

Treatment of disease, disorder or injury.

Service: Care Home Nursing

Service User Band: Older People

### **Newstone House**

Newstone House is situated in Sturminster Newton. The 59 bed care centre is situated on the site of the former creamery at Sturminster Newton. The Home has six House Groups over three floors. The first floor is dedicated to people who are living with a dementia and provides a secure, homely and stimulating environment.

#### ***Regulation Activities:***

Accommodation for persons who require nursing or personal care.

Treatment of disease, disorder or injury.

Service: Care Home Nursing

Service User Band: Older People & People with a Dementia

## **Details of Accommodation at Avon Reach**

**Avon Reach** is a purpose built fully accessible building. Whether your stay is long or short at our home we aim to provide the highest quality of care, delivered by well trained staff in a homely environment, where individuality is emphasised. Our objective is to foster an atmosphere of care and support which will both enable and encourage all our residents to live as full, interesting and independent lifestyles as possible.

Avon Reach has a number of separate lounges and reception areas. There is one ground floor lounge with comfortable armchairs where you can meet with residents and friends, to watch television, have a cup of coffee and a chat, or simply relax.

Avon Reach also has a dining room on the ground floor, with tasteful modern furniture and views of the attractive garden. We encourage residents to use the dining room as it is also an opportunity to meet and socialise with others, but you can choose to have a meal in your room if you prefer.

Friends and relatives are encouraged to keep in touch and guests are welcome to make use of any of the lounges during their visit and can also join you for a meal. All we would ask is that you give us 24 hours prior notice of anyone wishing to dine with you.

On the first floor we have a lounge with armchairs and a dining area where again residents and guests can visit and relax or even have their meals there. There is also a kitchenette which anyone can use at any time.

On the second floor we have a lovely lounge with amazing views of the nearby Mudeford Quay and the sea. Again residents and guests are encouraged to use this and if there are any special family celebrations they can be held here. We also have a Hairdressing Salon, Activities Room and small Library on this floor.

Avon Reach has a lovely established garden with well appointed seating areas. It is also accessible to people who use wheelchairs so all can enjoy at any time of year but especially during the summer months when we have barbecues and cream teas.

Staff are always 'on hand' and happy to assist you to make full use of any of the facilities in the Home and in the garden.

Staff work from the nurses stations within the home and there is a full and interactive call bell system throughout the home which enables staff to be alerted to individual rooms or communal areas. A call bell is accessible in bedrooms, in communal areas, and in the corridors. A call pendant can be made available if required. We aim to answer all calls promptly and this is closely monitored each day.

The home is decorated to provide a welcoming and homely living environment.

### **Finding your way around**

Avon Reach sixty single bedrooms, all have en-suite facilities. There is a lift located in the main reception area off the entrance hall and there is a service lift at the far end of the building. Both lifts access all floors.

Situated on the ground floor to the right of the entrance is the main television lounge and to your left is main reception, Manager's office and the dining room. There are eight en-suite bedrooms on the ground floor numbered in a clockwise direction and one assisted bathroom.

On the first floor again numbered clockwise in direction are thirty en-suite bedrooms, a lounge/diner, the nurses station, a kitchenette, two shower rooms and two bathrooms.

On the second floor are twenty two en-suite bedrooms, one lounge, one library, an activities room, hairdressing salon, nurses station and a further two bathrooms.

The garden can be accessed from the main reception area or through the dining room.

### **People and Age for which the Service is provided and Types of services provided**

Avon Reach will provide support and care to people of both sexes with associated illnesses as a result of old age and this includes:

- Personal Care
- Nursing Care
- End of Life Care

Avon Reach may also be able to provide support and care for younger people who have the same needs as an older person.

## **Meals & Mealtimes**

Colten Care recognises that meal times and quality of meals are very important. Our Chef will visit you within 48 hours of your admission to discuss your particular likes and dislikes.

Delicious and appetising meals are prepared in our fully equipped and modern kitchen using fresh local ingredients and seasonal produce wherever possible. There is a varied menu with a choice of dishes. Menus are provided daily for residents to select their preferred courses.

We also cater for special diets, e.g. gluten free and diabetic.

A pre-luncheon sherry or fruit juice is offered both in lounges and bedrooms to stimulate appetites and it is also an opportunity for residents to meet and socialise with each other.

Avon Reach employs waiting staff to serve meals, but care staff are there to assist residents who may need some support when eating.

Although meal times are set, residents can choose when to eat at a reasonable time acceptable to them and the Chef. Hot and cold drinks and snacks are available throughout the day or night.

You can invite a friend or relative to lunch with you but please provide us with 24 hours notice. A separate room can be made available on request. More regular meals can be provided for a guest for a nominal charge by arrangement with the Home Manager.

Our chefs are always available between 8.00am and 6.00pm should you wish to speak to them about your dietary requirements.

MEAL TIMES: Breakfast: 7.00am-9.00am (rooms and dining room)  
Lunch: 12.00pm(rooms)/12.30pm (dining room)  
Supper: 5.00pm(rooms)/5.30pm (dining room)

Our trained chefs prepare nutritionally balanced dishes to a very high standard. We achieve this by listening to what our residents want and providing ongoing training and support from Colten Care's senior catering team.

(Recent awards and recognition within our eighteen homes have included the Caring Times 'Chef of the Year' Award, and 4 and 5 star ratings from Environmental Health inspections).

It is our responsibility to provide nutritious and safe food to our residents. To comply with Food Safety Regulations 1995 all food served at Avon Reach is monitored from the time of delivery to the time it is served to the residents. It is not advisable for high risk foods, e.g. food that needs refrigerating, to be brought in for the residents to consume. The Home Manager can provide further guidance on this if necessary.

## **Details of Staff Numbers**

Here at Avon Reach we make every effort to accommodate individual residents' needs and this is achieved through our highly trained, multi-skilled team.

We employ staff on both a full and part time basis. We also run our own 'Bank' of staff, and shortages can be utilised from this in order to provide continuity of care for our residents.

### **Home Manager**

Kim Cowell is newly appointed as the Home Manager at Avon Reach, she has wide and varied management experience and is committed to leading the team of staff towards delivering excellence in all aspects of care and service at the home. Kim is participating in the Gold Standards Framework training for end of life care and is also a member of a Dorset My Home Life Group which is dedicated to improving quality and ensuring good outcomes for residents.

### **Deputy Manager/Head of Care**

Sini Krishnamma has been the Deputy/Head of Care since 2005, she originates from India; Sini has been with the company since 2001 and has successfully completed training in palliative care and mentorship of nursing students, who are regularly seconded to the home from Bournemouth University.

### **Registered Nurses and Health Care Assistants**

Our residents are cared for by our dedicated team of 10 registered nurses and 40 Health Care Assistants who are appropriately trained to deliver the highest standards of evidence based care.

Our Nurses are carefully selected and have many years of experience in elderly care and care of people living with a dementia and cumulatively have a wealth of other additional qualifications.

Our Health Care Assistants range from Senior Carers with NVQ levels 2 and 3 to newer staff who are working towards these qualifications. .

Training is ongoing within the company to maintain the high standards of care we expect.

### **Activities Organiser and Social Carers**

Our activity organiser provides a very interesting and varied programme of activities, outings and events. If you have any special hobbies or interests please let her know and she will try to include your specific requests in the programme.

If you are unable to participate in activities for whatever reason, you will be given the opportunity to have social care. We have two Social Carers who provide one to one or small group activities and pastimes.

### **Hotel Services Team**

#### **Hotel Services**

We have two Chefs at Avon Reach, Timothy Wallace-Abbott and Izabella Turczyn-Kuzma who work opposite shifts and are supported by four kitchen assistants and waiting staff.

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We also have a dedicated team of Housekeeping and Laundry staff, many of whom have an NVQ in Cleaning and Support Services or are working towards these qualifications.

## Reception

Our two Receptionists cover Monday to Sunday. They can offer assistance in a number of ways including answering queries and helping with residents' post. Christine Hurrell works on Tuesday to Friday and alternate weekends.

## Maintenance and Gardening

Wayne, our maintenance man is available for any resident requirements such as putting up pictures and shelves and general home maintenance. Wayne is at the home 2 days a week, please let the Home Manager or the Receptionist know of any maintenance problems you might have in order that he can put them right.

Our gardener, Rob maintains the colourful outdoor environment and is also keen to involve residents in sharing ideas and developing the garden further for everyone's enjoyment.

## Other services

We also have visiting Hairdressers, Chiropodists, Opticians, Physiotherapists and Alternative Therapists on request e.g. reflexology. On admission to the Home our staff will advise you on how to access these services.

All staff wear badges to identify who they are. Our staff also wear uniforms to help identify their role within the Home.

They are as follows:

Role	Uniform
Head of Care	White dress or tunic with grey trim
Registered Nurses	Grey dress or tunic
Health Care Assistants	Grey and white strip dress or tunic Turquoise polo shirts (Dementia care)
Housekeeping/Laundry	Creamy yellow dress or tunic
Waiters/Waitresses	White shirt/blouse with black trousers or skirt
Chefs	White tunic, chefs' checked trousers
Kitchen Assistants	White dress or tunic with black tabard/apron
Maintenance Man	Blue top with navy/black trousers

## Staff Training

Staff within the home are appropriately qualified to deliver the highest standards of care. A continuous staff training programme is implemented to ensure that these high standards are maintained in line with the latest legislation and developments in care practice.

All new staff complete an induction programme that follows Colten Care's specific guidelines and policies.

During their induction all staff are trained by Colten Care's experienced training officers and external trainers in the following subjects: Fire Safety, Health and Safety, Food Hygiene, Infection Control, Manual Handling, COSHH training, SOVA, First Aid, Dementia Awareness, Mental capacity and Dol's, Communication skills, Care Tasks and Customer Service.

Dementia Care training which has been developed by Colten Care and endorsed by Bournemouth University is currently being given to all of our care staff in order to provide the best care for our residents.

### **Residents Care Plan & Review**

Potential residents are always met by the Manager or Head of Care prior to admission. At this time a comprehensive assessment is made to ensure that all care needs can be met, taking into account personal preference, spiritual, social, recreational and cultural expectations and wishes. We want residents to have a say in how they live their life and to truly feel Avon Reach is their home.

A meeting with the Home Manager or Head of Care will be arranged with the resident and their family two weeks after admission to discuss the settling in period, but the Home Manager, Head of Care or Nurses are available at any time to discuss any other queries or simply to reassure.

Emergency admissions to the home are accepted only where the GP is familiar with the services offered by the home and is satisfied that the needs of the person requiring admission can be met. The Head of Care will then gather as much information as is possible prior to admission and commence an assessment on admission.

Residents and their families are encouraged to participate in care related decisions and to be involved in updating and reviewing plans of care to reflect changing needs or routines. Plans of care can be made accessible at any time to residents (and relatives if permission has been given by the resident).

All care plans are based on an assessment of the person's life history, social and family circumstances and preferences as well as their physical and mental health needs and current level of functioning and abilities.

### **Medication**

Qualified staff administer all medications in the Home but if residents would like to be responsible for their own medication we will make an assessment as to whether there will be any risk involved to themselves or to any other resident. If we are satisfied that it is safe for a resident to manage medications we will provide somewhere secure for the resident to keep them.

### **Residents input into the Day to Day Activities in the Home**

Avon Reach places emphasis on ensuring that all residents have an input in the general running of the home. Residents meetings are held on a regular basis, in these meetings residents can raise any issues of concern or have input into planning future events, this could include:

- Future activities
- Feedback on current menus

Residents may wish to invite their relatives to these the meetings.

## Contact and Communication with Relatives/Friends/Representatives

Visitors are welcome at any time, however, if anyone expects visitors late in the evening we would ask that you give prior notification to the night charge nurse.

There are telephone points in all bedrooms and personal phone lines can be connected by arrangement with BT who will allocate a personal number to your room and invoice you directly. There is a coin operated telephone available for residents who do not have their own telephone line.

The Home's e-mail address is [avonreach@coltencare.co.uk](mailto:avonreach@coltencare.co.uk) and the Home Manager is happy to forward messages, photographs etc. If a resident wishes to bring their computer, we can assist with setting it up and wi fi internet access is available in the home.

A post box in the entrance hall is emptied daily for outgoing post. Incoming mail will be delivered directly to residents rooms. Newspapers can be ordered through the receptionist and these will also be delivered to rooms each morning.

Residents' meetings are held at least twice a year in the home with Home Manager and Head of Care, and usually a member of the senior management team attends. Any issues relating to the home can be raised at the meeting but there is also a suggestion box, which is emptied weekly, situated in the entrance hall for any comments.

The mobile library visits the Home every six weeks and will visit residents individually if requested.

## Pets

We acknowledge that pets are a very important part of life for a lot of people, unfortunately we aren't able to accommodate 'four legged friends', however, they are more than welcome to come and visit at any time.

## Religious and Cultural Observance

We encourage all our residents to follow their chosen religion. We also accept that many people do not have any religious belief. When a person becomes resident at Avon Reach they will be asked what their spiritual beliefs are, so that we can assist them in arranging ways in which they can practice their beliefs.

We have good links with all the local churches, and we have an arrangement for communion to be administered at the home and we would also be happy to facilitate individual arrangements for pastoral care.

## End of Life Care

For some people, talking about death or dying can be very difficult and so is often avoided; however, it is our experience that older people want to be given the opportunity to talk openly about their feelings and indeed, the arrangements they may have made for after death. We are here to support you and will respect your wishes whatever you choose.

Our staff are participating in the Gold Standards Framework, a structured training programme which aims to enhance the quality of care for people nearing the end of their lives. The Gold Standards Framework is a hallmark of quality and one of its key features is better collaborative working with GP's and other specialist care teams, all of which enriches the knowledge and expertise of our staff.

## Activities – Activities Coordinator & Social Carers

Avon Reach has an activity organiser who, together with the residents input, plans the activities programme which offers a wide variety of activities including creative pastimes, quizzes, games, musical performances and trips out in our minibus.

We also organise events such as Cheese and Wine evenings, BBQs and Fetes and regularly invite professional entertainers to perform on these and other occasions.

Our social carers provide social and recreational activities for a set period each day for residents who are unable to attend or do not wish to take part in the main activities. Hand massage, reading a newspaper, writing letters or walks outside in a wheelchair when weather permits, are some of the activities our social carers can provide.

## Fire & Safety Arrangements

Avon Reach has a modern Fire Safety System. Fire exit notices and fire emergency instruction notices are displayed at strategic points throughout the home. Regular checks are carried out by our fire safety contractor and records are kept of all such checks as part of the proprietor's/manager's responsibilities.

All staff are taught fire safety awareness during induction training and must attend a minimum of two updating training sessions every year.

A fire exercise is carried out regularly on different shifts and this ensures that all staff, residents and visitors have an understanding of their responsibilities in the event of a fire.

Alarms and fire systems are tested every **Thursday at 12.30pm**.

You will hear the alarms ringing twice and all doors will automatically close.

**If the fire alarm sounds, remain where you are;** staff will gather at an assembly point where they are given instructions and you will be kept informed.

It is important that all residents sign out when going out of the home and sign back in on their return and all visitors must sign in on arrival and out on departure. This is a requirement under health and safety legislation in order to prevent putting someone at risk who could be looking for a visitor or resident who is not in the building.

## Smoking

Avon Reach is a non-smoking Home and smoking is discouraged on the grounds of health and safety. However, we appreciate that some residents still want to smoke and therefore arrangements need to be agreed with the Home Manager prior to admission. Any resident choosing to smoke will have to do so in a designated area outside the Home, assistance will be given as required and any safety considerations will also be met.

## Monitoring and Quality

The monitoring of resident satisfaction is considered to be an important indicator as to whether this Care Home is achieving its objectives of delivering a quality care service and meeting all of the residents' requirements.

In addition to inspection visits by our regulatory bodies, reviews and visits are undertaken by Colten Care managers to maintain quality and highlight any areas for improvement.

The Operations Manager within the organisation carries out monthly quality monitoring visits and their reports are available on request; Colten Care is committed to maintaining and improving the service they provide and have developed strategies to ensure that all aspects of the operation of the home, care and service delivery are regularly reviewed.

We welcome comments from our residents, family and friends and regularly hold residents' meetings and use surveys and questionnaires to find out about their views. The Home Manager holds relative surgeries outside of normal working hours three times a year for relatives who are unable to visit regularly, giving them the opportunity to speak with her or will make herself available at a mutually convenient time, by appointment.

## **Complaints**

Should you or your relative have a complaint about any aspect of our service, please bring it to the attention of the Home Manager or the person in charge who will try to resolve it there and then. If the matter, in your opinion, is a serious one or if you are still not satisfied, you can write to the Operations Manager at our regional office (the address is at the end of this booklet). Your letter will be acknowledged within five working days and if required, a full investigation will be carried out. We will keep you informed and you will be advised of the results of any investigation within 28 days.

If you are still not satisfied after the investigation or indeed, at any time during the investigation, you can contact the Care Quality Commission (the address is also at the end of the booklet).

Suggestions and comments are always welcome and can be made in person to the Home Manager or can be placed in the suggestion box in the main foyer. If you would like to pay us a compliment then please write to the Home Manager or to the Directors of Colten Care (the address is at the back of this booklet).

## **Fees**

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

The fees charged are dependent on:

1. The type of facility required
2. The type of care package and the assessed needs of the individual resident

Depending on your own financial situation, you can either pay the fees privately or receive benefits arranged by the local authority with a personal top up.

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

## **Fees – What is included**

- ◆ Accommodation and Care
- Fully trained staff in 24 hour attendance
- All meals and beverages
- Special dietary requirements
- Laundry services
- GP visits
- Call system
- In house activities programme

## **Fees – what is not included**

- ◆ Transport and escorts to appointments
- Dry cleaning
- Telephone calls
- Newspapers
- Physiotherapy
- Chiropody
- Hairdressing
- Alternative therapies
- Pub lunches
- Entry fees on outings

We ask that fees are paid four weekly in advance by direct debit and all additional expenses are paid in arrears by direct debit.

Fees are dependant upon an individualised package of care, based on the initial assessment carried out by the Manager or Head of Care.

## **Details of Insurance Cover**

The Home has public and employee liability insurance with the Ecclesiastical Insurance Company

## **Useful address's**

### **Operations Managers**

Elizabeth Benson is the Operations Manager responsible for Avon Reach, she and the other Operations Managers for the organisation, Linda Brownlie and June Gallagher can be contacted at Portman House, 44 High Street, Ringwood, Hampshire, BH24 1AG. Telephone No: 01425 482 460.

### **Director of Operations**

Jan Wilson, Portman House, 44 High Street, Ringwood, Hampshire, BH24 1AG. Telephone No.: 01425 482 460.

### **Managing Director/ Responsible Individual**

Mr I R Hudson, Colten Care Ltd, 16 Western Road, Lymington, Hampshire, SO41 9HL. Telephone No. 01590 676 033.

### **Regulation Inspectors**

Care Quality Commission (CQC), P.O. Box 1258, Newcastle upon Tyne, NE99 5AU. Telephone No. 03000 616161

## **TERMS OF RESIDENCE**

**These Terms of Residence relate to the residential care home in which the Resident resides ("the Home"). References to the "Resident's Agreement" are to the agreement attached and made between Colten Care Limited, Colten Care (1993) Limited (together referred to as "Colten Care") and the Resident. References to "Resident's Representative" are to the signatory of the Resident's Agreement (if it is not signed by the Resident).**

### **1 Standards of Care**

- 1.1 Colten Care undertakes to maintain the minimum standards of care required by the Care Standards Act 2000 and The National Minimum Standards.

### **2 Short Stay and Long Stay**

- 2.1 Unless otherwise stated these Terms apply to both long stay Residents and short stay Residents. A short stay is defined as a stay of less than 28 days.

### **3 Fees for Short Stay Residents**

- 3.1 The fees for short stay Residents are charged at the daily rate set out in section (8) of the Resident's Agreement. The total fees payable for the duration of the short stay must be paid in advance of the Resident's admission to the Home.

### **4 Cancellation of Short Stay**

- 4.1 If a short stay Resident cancels his or her residency before the expiry of the short stay period set out in section (7) of the Resident's Agreement Colten Care may retain such of the Resident's prepaid fees as will reasonably cover the losses and/or costs suffered or incurred by Colten Care due to the cancellation.

### **5 Termination for Short Stay Residents**

- 5.1 Unless agreed in advance with Colten Care, the Resident must vacate the Home at the end of the short stay period stated in section (7) of the Resident's Agreement, at which time the Resident's Agreement shall terminate.
- 5.2 All amounts due to Colten Care must be paid on or before termination of the Resident's Agreement.
- 5.3 Colten Care may terminate the Resident's Agreement by giving written notice to the Resident (or the Resident's representative if appropriate) of not less than 24 hours if in the reasonable opinion of Colten Care, the behaviour of the Resident or any circumstances relating to the Resident is detrimental to the Home, the other residents or the staff. Any fees prepaid for the period following termination of the Resident's Agreement will be refunded to the Resident after deduction of amounts due to Colten Care.

## **6 Fees for Long Stay Residents**

- 6.1 The Home's daily and weekly fees for long stay Residents are shown in sections (8) and (9) of the Resident's Agreement. The Homes fees are exclusive of the NHS contribution towards the Resident's nursing care. If the NHS contribution ceases to be payable or if Colten Care is required to refund to the NHS any part of the NHS contribution, the Home's fees will be increased by the relevant amount.
- 6.2 Where the Resident is:
- 6.2.1 admitted less than 2 weeks into any of Colten Care's 4-week accounting periods, the Resident will be invoiced at the daily rate up to the end of that accounting period and payment must be made prior to the Resident's admission to the Home;
  - 6.2.2 admitted more than 2 weeks into any of Colten Care's 4-week accounting periods, the Resident will be invoiced at the daily rate up to the end of that accounting period and for the period of 4 weeks thereafter and payable must be made prior to the Resident's admission to the Home.

The fees will thereafter be payable in advance on Mondays, at intervals of 4 weeks, by **direct debit** to Colten Care. Cheques or any other forms of payment are not acceptable. Invoices will be sent to the Resident (or the Resident's Representative if appropriate) one week prior to the due date for payment.

- 6.3 Prior to admission to the Home the Resident will be asked to demonstrate that he or she can provide funds for a minimum of three years. After this period, should funds fall below the threshold determined at the time by the Government alternative ways of funding will need to be explored which may include social services funding, family or other third party top-ups. If Colten Care's fees cannot be met in full the Resident may be required to leave the Home. Colten Care will give at least 4 weeks' notice in this event.

## **7 Revision of Fees**

- 7.1 The scale of fees will be reviewed annually, usually in February, and shall be increased where an assessment of the Resident's needs shows a permanent change, if the Resident moves into a more expensive room or if there is a change in regulatory costs affecting the Home.
- 7.2 All increases will be notified to the Resident (or the Resident's Representative if appropriate) at least 28 days in advance of the increase.

## **8 Fees payable on Temporary Absence**

- 8.1 Fees are payable in full where the Resident is temporarily absent from the Home save for where the absence is longer than 2 weeks (inclusive) in which case 80% of the weekly fee stated in section (9) of the Resident's Agreement will be charged, subject to a maximum of 4 weeks at that reduced rate. After 4 weeks' temporary absence the weekly fee will be charged in full, unless condition 8.2 below applies.
- 8.2 Colten Care may at its discretion agree with the Resident (or the Resident's Representative if appropriate) a reduction in fees for any period of absence beyond 4 weeks (inclusive).

8.3 The Resident (or the Resident's Representative if appropriate) is required to give at least 2 weeks' notice to Colten Care of any planned temporary absence from the Home and expected duration of that absence.

## **9 Interest**

9.1 Any fees not paid to Colten Care by their due date will bear interest from the due date until the date of actual payment at 4% a year above the bank base rate, calculated on a daily basis. Any accrued interest will become immediately due and payable together with the outstanding fees.

## **10 Termination for Long Stay Residents – 28 days' notice**

10.1 The Resident (or the Resident's Representative if appropriate) or Colten Care may terminate the Resident's Agreement for any reason by giving at least 28 days' written notice.

10.2 If the Resident gives less than 28 days' written notice of termination, Colten Care may continue to charge the Resident at the daily rate set out in section (8) of the Resident's Agreement up to the expiry of the 28-day period of notice required to be given to Colten Care.

## **11 Grounds for Termination by Colten Care on Short Notice**

11.1 Colten Care may terminate the Resident's Agreement by giving written notice to the Resident (or the Resident's Representative if appropriate) of not less than 7 days if:

11.1.1 any amount due to Colten Care is not paid within 28 days of the due date; or

11.1.2 the Resident breaches any serious term set out in this document or in the Resident's Agreement.

11.2 Colten Care may terminate the Resident's Agreement by giving written notice to the Resident (or the Resident's Representative if appropriate) of not less than 24 hours if in its reasonable opinion the behaviour of the Resident or any circumstances relating to the Resident is detrimental to the Home, the other residents or the staff.

11.3 Colten Care may terminate the Resident's Agreement by giving written notice to the Resident (or the Resident's Representative if appropriate) of not less than 4 weeks if the Resident's funds fall below the Government's threshold and alternative ways of funding, whether through social services funding, family or other third party top-ups do not meet Colten Care's fees in full (please see condition 6.3 above).

## **12 Provisions Applying on Termination**

12.1 Colten Care's ability to claim any sums due to it under the Resident's Agreement shall not be affected by termination of the Resident's Agreement.

12.2 All personal belongings of the Resident must be removed from the Home, without cost to Colten Care, upon termination of the Resident's Agreement.

- 12.3 Any personal belongings not removed from the Home by the Resident (or the Resident's Representative if appropriate) within 4 days of the Resident leaving the Home may be removed by Colten Care from the Resident's Room and will be held by Colten Care at the Resident's own risk.
- 12.4 Colten Care may take steps to store personal belongings not removed from the Home and may recover reasonably incurred expenses in doing so from the Resident (or the Resident's Representative if appropriate).
- 12.5 If the Resident dies while resident at the Home, Colten Care's fees will continue to be payable until the Resident's personal effects are removed from the Home.

### **13 Rights of Residency**

- 13.1 Residency in the Home does not constitute a right to occupy the Home as an assured tenancy under the Housing Act 1988 and does not create or infer any right to security of tenure. The Resident will occupy the Home as a licensee only.
- 13.2 The Resident shall allow Colten Care full, free and unrestricted access to the room in order to provide the services referred to in these Terms.

### **14 Medical Care**

- 14.1 The Resident must be registered with a general practitioner throughout the Resident's stay at the Home. Colten Care shall not be responsible for the fees or charges of any medical practitioner or dentist retained for the Resident on a private basis.
- 14.2 Colten Care accepts no responsibility or liability for advice given or action taken by any medical practitioner, dentist or other person, whether or not Colten Care recommended the medical practitioner, dentist or other person to the Resident, unless Colten Care has been negligent or has breached any duty it may owe to the Resident.
- 14.3 Where the Resident is able to self-administer his or her own medication a separate agreement must be signed and delivered to Colten Care.
- 14.4 In the event of serious illness or an emergency affecting the Resident during residency in the Home, Colten Care will use reasonable efforts to discuss arrangements for hospitalisation or medication of the Resident with the Resident's Representative, next of kin or the person notified to Colten Care as authorised to consult with the Resident's general practitioner.
- 14.5 If the Resident dies while resident at the Home, Colten Care will advise the Resident's next of kin or the Resident's Representative in accordance with the Resident's wishes.

### **15 Personal Items**

- 15.1 The Resident, with the agreement of the Home Manager of the Home, may bring items of furniture or other personal belongings into the Home. Any such items must not constitute a hazard or disturb the peaceful enjoyment or function of the Home by the other residents or staff.
- 15.2 Colten Care accepts no responsibility or liability for damage to or loss of cash, credit cards, cheques, certificates, bonds, deeds, documents, jewellery, furniture, furnishings, clothing and other personal effects of the Resident unless Colten Care has been negligent or has breached any duty it may owe to the Resident.

15.3 All items brought into the Home must comply with existing fire and safety regulations and all electrical appliances must be certified by a qualified electrician. All electrical certificates must be delivered to Colten Care.

15.4 Colten Care accepts no responsibility or liability for items of clothing damaged in the normal process of laundering unless it has been negligent in providing the laundry service. Colten Care accepts no responsibility or liability for clothing sent to the laundry which may require dry cleaning or any other specialised attention. Whilst we take all care to ensure your personal clothing is laundered and safely returned to you, we cannot take responsibility for clothing that is not labelled with your name, we use a simple and effective system of labelling your clothing, please advise us prior to your admission to the home of the number of labels you require – either 50 or 100. We will place an order on your behalf and the small cost will be added to your invoice.

## **16 Insurance**

16.1 Colten Care provides insurance cover to a maximum of £250.00 per item. However Colten Care advises the Resident to provide insurance to full replacement value for his or her own valued possessions.

## **17 Smoking**

17.1 If the Resident wishes to smoke, arrangements should be discussed and agreed with the Home Manager prior to admission to the Home.

## **18 Visiting times**

18.1 Relatives and friends of the Resident may visit the Home at any time; however, all visitors must conduct themselves in a manner so as not to disturb the peaceful enjoyment or function of the Home by the other residents or the staff.

## **19 Indemnity**

19.1 The Resident (or the Resident's Representative if appropriate) shall indemnify and keep indemnified Colten Care against all costs, claims, losses, damage or expenses suffered or incurred by Colten Care by reason of any unlawful, negligent or reckless act or omission or breach of contract of the Resident or by the Resident's Representative or by any visitor of the Resident.

## **20 Notices**

20.1 Any notice to the Resident will be valid and effective if given by Colten Care Limited or Colten Care (1993) Limited and may be validly given or sent by post or hand delivered to the Resident at the Home (or to the Resident's Representative if appropriate, at the address set out in the Resident's Agreement or as notified to Colten Care from time to time).

20.2 Any notice to Colten Care may be validly given or sent by post or hand delivered to the Home Manager at the address of the Home or to Colten Care Limited or Colten Care (1993) Limited at the registered office address at 16 Western Road, Lymington, Hampshire SO14 9HL.

20.3 Notices sent by post will be deemed to be received 48 hours after posting.

## **21 Matters Included and Excluded from the Fees**

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- 21.1 The following items are included in the fees set out in sections (8) and (9) of the Resident's Agreement:
- accommodation in the room specified in section (4) of the Resident's Agreement, or as agreed with the Resident from time to time;
  - full board;
  - cleaning of rooms;
  - provision of staff on a 24 hour basis;
  - nurse call systems;
  - reasonable choice of menus (including special diets); and
  - laundering of bed linen and laundry of personal items (not requiring dry cleaning).
- 21.2 The following items are excluded from the fees set out in sections (8) and (9) of the Resident's Agreement:
- hairdressing;
  - private treatments such as chiropody and physiotherapy;
  - personal items such as clothing, newspapers/magazines, toiletries;
  - taxis and other private transport;
  - special escort and transport services, such as for visits to hospital, dentist, optician;
  - personal dry cleaning;
  - pharmaceutical, optical and dental requirements not covered in full by the NHS;
  - fees or other charges of medical practitioners;
  - special medical equipment not generally available in the Home;
  - outside entertainment;
  - registration of the Resident's death;
  - any other service or personal requirements arranged upon request; and
  - private telephone charges.
- 21.3 Charges for the excluded items listed above will be invoiced to the Resident (or the Resident's Representative if appropriate).
- 21.4 Colten Care may charge the Resident (or the Resident's Representative if appropriate) for any extensive deterioration or damage to the Home caused by the Resident or visitors of the Resident beyond fair and reasonable wear and tear.

## **22 NHS Funded Nursing Care**

- 22.1 Colten Care will use reasonable efforts to ensure that the Resident receives medical attention, drugs, equipment and incontinence supplies, which are available under the National Health Service to the Resident.

## **23 Complaints**

- 23.1 Colten Care is constantly endeavouring to maintain and improve its standards of care and hospitality. Should the Resident have any comments or suggestions, he or she should feel free to approach any member of staff, or alternatively speak to The Home Manager or her Deputy.
- 23.2 Complaints regarding the services provided by the Home should be made in the first instance to The Home Manager. If the complaint is unresolved it should be referred in writing to the Director of Operations, Portman House, 44 The High Street, Ringwood, Hampshire, BH24 1AG. If the complaint is serious or remains unresolved the Resident may refer the complaint to the Care Quality Commission (CQC), the body responsible for regulating the standards within care homes.

## **24 Change of Accommodation and Services**

24.1 The accommodation and services provided to the Resident may be modified from time to time to reflect the changing circumstances and operational requirements affecting the Resident or the Home. Where such modification is significant, the Resident (or the Resident's Representative if appropriate) shall be given at least 28 days' notice of the change. Colten Care may give shorter notice in appropriate circumstances.

## **25 Amendment of Terms**

25.1 These Terms may be amended from time to time to reflect changing circumstances and operational requirements affecting the Home. The Resident (or the Resident's Representative if appropriate) will usually be given at least 28 days' notice of any changes to Colten Care's Terms and the amended Terms will then apply. Colten Care may give shorter notice in appropriate circumstances.

## **26 Data Protection Act 1998**

26.1 In order to undertake the care of the Resident, Colten Care must hold certain records about him or her. The Resident's signature (or the signature of the Resident's Representative if appropriate) on the Resident's Agreement constitutes the Resident's express consent for Colten Care to hold this information and use it for the purpose of caring for the Resident. The Resident has the right under the Data Protection Act 1998 to ask to see a record of the information held about him or her. Colten Care will comply with its obligations under that Act to respond to the Resident's request within the prescribed period.

## **27 Contracts (Rights of Third Parties) Act 1999**

27.1 Any rights that would be conferred on third parties by operation of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from any contract entered into between Colten Care and the Resident.

## **28. Colten Care Limited and Colten Care (1993) Limited**

28.1 Colten Care may perform its obligations under the Resident's Agreement through Colten Care Limited and/or Colten Care (1993) Limited. Colten Care Limited and Colten Care (1993) Limited are jointly and severally liable to the Resident under the Resident's Agreement.

## **COMPLAINTS PROCEDURE**

The Management of this home is committed to the maintenance of the highest standards throughout but from time to time Resident's, their representatives, or members of staff may wish to make a complaint.

### **1. Informal Complaints**

- The complaint should be directed in the first instance to the person in charge of the Home.
- The person in charge should attempt to resolve the complaint immediately.
- The complaint will be recorded in the complaints register.
- The complainant will be informed of the formal complaints procedure.

### **2. Formal Complaints**

- Formal complaints should be addressed to the Home Manager who is empowered by the Directors to investigate the complaint.
- The Home Manager will contact the complainant in writing acknowledging receipt of the complaint within 5 working days and inform them of the action taken, or to be taken to investigate and resolve the complaint.
- The Home Manager will conduct an investigation and respond in writing to the complainant with the outcome of the investigation within 28 days.
- The details of the complaint and the solution, if any, will be recorded in the complaints register, and the Resident's file unless specifically requested otherwise.

### **3. Further Action**

- If the complainant is dissatisfied with the response, he/she should refer the complaint to the Director of Operations, Portman House, 44 The High Street, Ringwood, Hampshire, BH24 1AG.
- The Operations Manager, upon receipt of the complaint, will acknowledge in writing within 5 working days and initiate further investigations.
- They will inform the complainant of the findings of the investigation and the action taken where possible within 28 days.

### **4. Complaints to the Registration Authority**

- If the matter is unresolved, or at any time during the process, the complainant has the right to take his/her complaint to the Care Quality Commission. In addition, residents receiving funding from the local authority or PCT may direct their complaint there (see contact list).
- If the complainant is still dissatisfied with the response or is unhappy with the way the Inspectors acted then the Chief Executive of the Care Quality Commission may be contacted.

### **5. Complaints to Ombudsman**

- Finally the complainant may contact the Ombudsman if still dissatisfied with the response or unhappy with the way the Authority carried out the investigation.

### **6. Exceptions**

- Where a complaint is of an urgent nature or directed at senior members of staff, the proprietors should be contacted directly.
- Staff complaints concerned with working conditions are usually dealt with through the Grievance and Disciplinary procedures.

## **7. Review**

- Colten Care gives the undertaking to review complaints received over a three month period to ensure that lessons can be learned from complaints or if any practices and procedures need to be reviewed in the light of them.

## RESIDENT'S AGREEMENT

**The Resident (or the person signing this agreement on the Resident's behalf) should read and understand Colten Care's terms and conditions ("the Terms") before signing this agreement. A copy of the Terms is attached to this agreement.**

<b>1.</b>	<b>Resident's Name:</b>
	Mr/Mrs/Miss/Ms: ..... Date of Birth: .....
<b>2.</b>	<b>Address:</b> ..... ..... Post Code: ..... Tel No: .....
<b>3.</b>	<b>Home:</b> Nursing & Residential Home
<b>4.</b>	<b>Room No:</b> ..... <b>Date of Admission:</b> .....
<b>5.</b>	<b>Short Stay / Long Stay</b> (Please delete)
<b>6.</b>	<b>Residential / Nursing Care</b> (Please delete)
<b>7.</b>	<b>Duration of Short Stay:</b> Number of Nights: ..... Arrival Date: ..... Anticipated Departure Date: .....
<b>8.</b>	<b>Total Daily Rate (at the date on which this Agreement is signed):</b> £.....Per Day
<b>9.</b>	<b>Total Weekly Rate (at the date on which this Agreement is signed):</b> £..... Per Week
<b>10.</b>	<b>The signatory to this agreement:</b> (a) confirms he/she has received a copy of the Terms attached to this Agreement (b) undertakes to pay all amounts that become due to Colten Care on their due date (c) undertakes to ensure the Resident observes the Terms (as amended from time to time) (d) confirms that the Resident will not be eligible to apply for public funding for at least 3 years and has adequate funds to enable him/her to reside in the Home during the whole of that 3 year period, assuming a cost of at least £ ..... at the current level of care and at the weekly rate set out in section (9) (e) understands that if the Resident becomes eligible and applies for public funding but the amount that the local authority will pay Colten Care is less than the full amount of Colten Care's charges for the time being, then the Resident may be required to leave Colten Care's home if the amount of the shortfall is not paid to Colten Care's, either by the Resident (if lawful) or by a third party on the Resident's behalf. (f) Confirms that additional expenses may be recovered by Direct Debit.
<b>11.</b>	<b>CONTRACT</b> – Please complete relevant section (a), (b), (c), (d), (e) or (f).
<b>(a)</b>	<b>CONTRACT SIGNED BY RESIDENT</b>  Signature of Resident: ..... Full Address: ..... ..... Post Code: ..... Date: .....

<p><b>(b)</b></p>	<p><b>CONTRACT SIGNED BY RESIDENT'S RELATIVE</b></p> <p>I/We are related to the Resident as the Resident's _____ and we wish to place the Resident in the Home.</p> <p>Signature of Resident's Relative: .....</p> <p>Full Name: .....  Full Address: .....  .....  Post Code: ..... Date: .....</p> <p>Witness Signature: .....  Full Name &amp; Address: .....  .....  .....  Post Code: .....  Date: .....</p>
<p><b>(c)</b></p>	<p><b>CONTRACT SIGNED BY RESIDENT'S ATTORNEY (UNDER A REGISTERED ENDURING POWER OF ATTORNEY)</b></p> <p>I/we confirm that I am/we are the attorney for the Resident under a valid enduring power of attorney dated _____ and duly registered with the Court of Protection on _____. Under the Court of Protection (Enduring Powers of Attorney) Rules 1994 and the Enduring Power of Attorney Act 1985.</p> <p>Signature of Resident's Attorney: .....</p> <p>Full Name: .....  Full Address: .....  .....  Post Code: .....  Date: .....</p> <p>Witness Signature: .....  Full Name &amp; Address: .....  .....  .....  Post Code: ..... Date: .....</p>
<p><b>(d)</b></p>	<p><b>CONTRACT SIGNED BY RESIDENT'S ATTORNEY (UNDER AN UNREGISTERED ENDURING POWER OF ATTORNEY)</b></p> <p>I/we confirm that I am/we are the attorney for the Resident under a valid enduring power of attorney dated _____ and made under the Enduring Powers of Attorney Act 1985 ("the Act"). I/we confirm that at the date on which I/we sign this document the circumstances have not arisen whereby it is appropriate for me/us to register the enduring power of attorney with the Court of Protection under Rule 8 of the Court of Protection (Enduring Power of Attorney) Rules 1994</p>

and section 4 of the Act. I/we undertake to register the enduring power of attorney with the Court of Protection if and when I/we believe the Resident is or is becoming mentally incapable (within the meaning of the Mental Health Act 1983).

Signature of Resident's Attorney: .....

Full Name: .....

Full Address: .....

Post Code: ..... Date: .....

Witness Signature: .....

Full Name & Address: .....

Post Code: ..... Date: .....

**(e) CONTRACT SIGNED BY THE RESIDENT'S ATTORNEY (ACTING UNDER A REGISTERED LASTING POWER OF ATTORNEY)**

I/We confirm that I am/we are the attorney(s) for the Resident under a valid lasting power of attorney dated \_\_\_\_\_ and duly registered with the Court of Protection on \_\_\_\_\_ under the Mental Capacity Act 2005.

Signature of Resident's Attorney: .....

Full Name: .....

Full Address: .....

Post Code: ..... Date: .....

Witness Signature: .....

Full Name & Address: .....

Post Code: ..... Date: .....

**(f) CONTRACT SIGNED BY RESIDENT'S DEPUTY**  
**I confirm that I am the deputy appointed by an order of the Court of Protection, dated \_\_\_\_\_ to administer the affairs of the Resident.**

**Signature of Resident's Receiver: .....**

**Full Name: .....**

**Full Address: .....**

**Post Code: ..... Date: .....**

**Witness Signature: .....**

**Full Name & Address: .....**

**Post Code: ..... Date: .....**



12.	<p><b>Agreed by Colten Care Ltd:</b></p> <p>Signature: .....          (for Colten Care Ltd duly Authorised)</p> <p>Full Name: .....</p> <p>Position: ..... Date: .....</p>
13.	<p><b>Agreed by Colten Care (1993) Ltd:</b></p> <p>Signature:.....          (for Colten Care (1993) Ltd duly Authorised)</p> <p>Full Name: .....</p> <p>Position: ..... Date: .....</p>