



# **BROOK VIEW**

**Quality Nursing  
and  
Residential Home**

## Statement of Purpose and Information for our Residents



NOVEMBER 2011

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This document has been written in accordance with the Care Standards Act 2000. The document will be reviewed every six months unless circumstances dictate that it should be reviewed earlier.

# WELCOME AND INTRODUCTION TO COLTEN CARE

The aim of this guide is to provide you, the resident or potential resident, and your family, with information about the home and the company that runs it.

Colten Care was formed in 1980 when it acquired its first residential care home in Lymington. Since then it has grown steadily and now has eighteen quality nursing and residential care homes in the South of England.

## Responsible Individual

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

## Registered Manager

Ruth Wildman is the Home Manager for Brook View and is registered with the Care Quality Commission as the Registered Manager. Ruth Wildman is responsible for the day to day operation of Brook View and is accountable to the Care Quality Commission for the safety and wellbeing of all Brook View residents.

## 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

## Individual Care and Service

At Colten Care we have established our philosophy of care which helps us in delivering a high standard of personalised care and service.

At Colten Care, we strive to provide excellent service and care by continuously improving what we do. We do this through:

- improving our understanding of what our customers want, by:
  - care planning and regular reviews
  - resident meetings
  - one to ones
  - resident surveys
  - compliments and complaints
  - listening to customer suggestions
  
- training our staff, in:
  - care and service, eg National Vocational Qualifications (NVQs), clinical and customer service
  - health and safety, eg fire training and manual handling
  - meal provision, eg food hygiene

- our values. Colten Care's motto is 'Caring for People' and we help achieve this by identifying our values:

### **Colten Care's values:**

**C**aring            &            **C**ompassionate  
**A**ccountable &            **A**ttentive  
**R**eliable         &            **R**esponsive  
**E**thical            &            **E**mpathetic

#### **First class food**

We recognise the importance that residents attach to the quality of their meals. Our trained chefs prepare nutritionally balanced food to a high standard which we continuously seek to improve. 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, several 'Excellent' ratings from our regulators CQC and 4 and 5 star ratings from Environmental Health inspections.

#### **A wide range of activities**

Each home has an activities organiser offering varied activities including creative pastimes, quizzes and games, musical performances and trips out in one of our minibuses.

Each home has also successfully created the role of social carer to meet the social needs of residents who are frailer or who prefer one to one activities.

#### **A clean, quality built care home**

All our new homes are purpose built and all are managed and maintained by Colten Care to a very high standard.

The Company was founded by two local businessmen who had already gained a reputation as builders of top quality houses in the local area. They and their families continue to run Colten Care ensuring a family ethos throughout the business.

Our housekeeping staff work hard to maintain a high standard of cleanliness in all our homes. In a recent survey, 94% of our residents rated cleanliness in our homes as excellent/good.

# AIMS AND OBJECTIVES OF BROOK VIEW

At Brook View we aim to provide short and long stay personal and nursing care delivered by well trained and motivated 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.

## Who we look after

We are able to offer our service to ladies and gentlemen over the age of 65 years with a wide range of nursing conditions or physical disability and from time to time we can accommodate people under 65 who have the same care needs as an older person. Our staff are also trained to provide palliative care for people with a terminal illness and we have strong links with the nearby MacMillan unit and Forest Holme hospice.

## Comfortable living and where to spend your day

There are two ground floor lounges with comfortable armchairs where you can meet with residents and friends, join in our activities, have a cup of coffee and a chat, or simply relax.

Brook View also has a light and airy dining room on the ground floor, with tasteful furnishings. 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 our activity room and a further lounge area overlooking our garden. This lounge can also be used for time to sit quietly or it can be booked for small private functions to entertain guests.

Brook View has a lovely established garden with a well stocked fish pond. Seating is available and the level paths make for easy walking. 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, fetes 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.

## Finding your way around

Brook View is purpose built over two floors and has fifty one single bedrooms and two doubles, all have en-suite facilities. There is a lift located in the main reception area and there is a second lift at the far end of the building, both lifts access the first floor.

Situated on the ground floor to the left of the entrance is the main lounge with access to the gardens and to your right is the dining room.

Behind the reception area is our very popular hairdressing salon. You will also find a quiet 'garden' lounge at the far end of the Home, an important place for a relaxing cup of coffee. There are twenty six bedrooms – all numbered in a clockwise direction, on this floor, one of which is a double, all of which have en-suite facilities and fully assisted bathrooms and shower rooms.

On the first floor we have twenty seven bedrooms, one of which is a double and the numbering here also follows a clockwise direction. There are three bathrooms, one of which is a hydro-therapy bath along with a walk-in shower room.

The nurse's stations are situated on both the ground and first floor.

# INTRODUCTION TO THE TEAM

Welcome to Brook View and our team.

Here at Brook View we make every effort to accommodate each individual resident's needs and this is achieved through our highly trained multi-skilled team.

## **Home Manager**

Ruth worked as a care assistant for many years before obtaining a BSc (hons) in Adult Nursing. After qualifying as an RGN in 2003, Ruth initially worked as a community nurse before joining the private sector as Deputy Matron in a local nursing home. In 2008 Ruth obtained the Registered Managers Award. She joined Colten Care as Head of Care at Kingfishers Nursing Home before being promoted to Home Manager at Brook View. Ruth is married with three children

## **Deputy/Head of Care**

Kathleen joined Colten Care at Whitecliffe House in 2008 as an RGN. She has worked at various other homes within the company, she joined Brook View in 2010 as an RGN until her promotion in 2011 to Clinical Leader. Kathleen obtained a BA (hons) degree in leadership and management in health and social care and a mentorship qualification. Spare time is spent in the kitchen creating wonderful Chinese dishes.

## **Nursing and Care staff**

All our residents are cared for by our dedicated team of ten Registered Nurses and thirty Health Care Assistants who are appropriately trained to deliver the highest standards of evidence based care.

Our Nurses have many years of experience in elderly care and also have a wealth of qualifications which include Diabetes, Resuscitation, Wound Care, General Medicine and Palliative Care.

Our Health Care Assistants range from Senior Carers with NVQ levels 2 and 3 to newer staff who are working towards these qualifications. Amongst the carers we have Manual Handling Trainers and First Aiders.

Training is ongoing within the company at all times to maintain the high standards of care we provide.

## **Activities Organiser and Social Carers**

We employ a full time Activity Organiser called Monique Brady, who provides a very interesting and varied programme of activities. If you have any special hobbies or interest please let Monique know who may then be able to include them in the programme.

Also within our Health Care Assistant team dedicated time is given on a daily basis to Social Care. Social care is one to one attention for the residents who may not wish to join in the activity programme or who are unable to do so.

## **Hotel Services Team**

We have two Chefs at Brook View, Mark and Tony who work opposite shifts and are supported by four kitchen assistants and waiting staff. Both Chefs have City & Guild catering qualifications and Mark won the Catering Times Chef of the Year award in 2004.

We also have a dedicated team of seven Housekeeping and Laundry staff who either have NVQ in Cleaning and Support Services or are working towards these qualifications.

### **Reception**

Our receptionists, Janet Mileham, works Tuesday to Thursday and June Trim Friday to Monday. Both can offer assistance in a number of ways including answering queries.

### **Maintenance**

Mick Cooper, our maintenance man, is available 4 days a week for any resident requirements and general Home maintenance. Please let me, Matron, or the nurse in charge know of any maintenance problems you might have so that Mick can help to put them right.

### **Other services**

Sue is our resident hairdresser and is available on Tuesdays and Thursdays. We also have visiting Chiropodists, Opticians, Physiotherapists and alternative therapies on request e.g. reflexology. On admission to the Home our staff will advise you on how to access these services.

## **Training the team**

The Home offers training courses both in-house and externally for a wide range of topics.

Statutory training in critical areas is given during the induction programme and all staff are regularly updated as required by law.

Subjects include: Fire Safety, Health and Safety, Food Hygiene, Infection Control, Manual Handling, COSSH training, Abuse Awareness, First Aid, Communication skills and Care tasks.

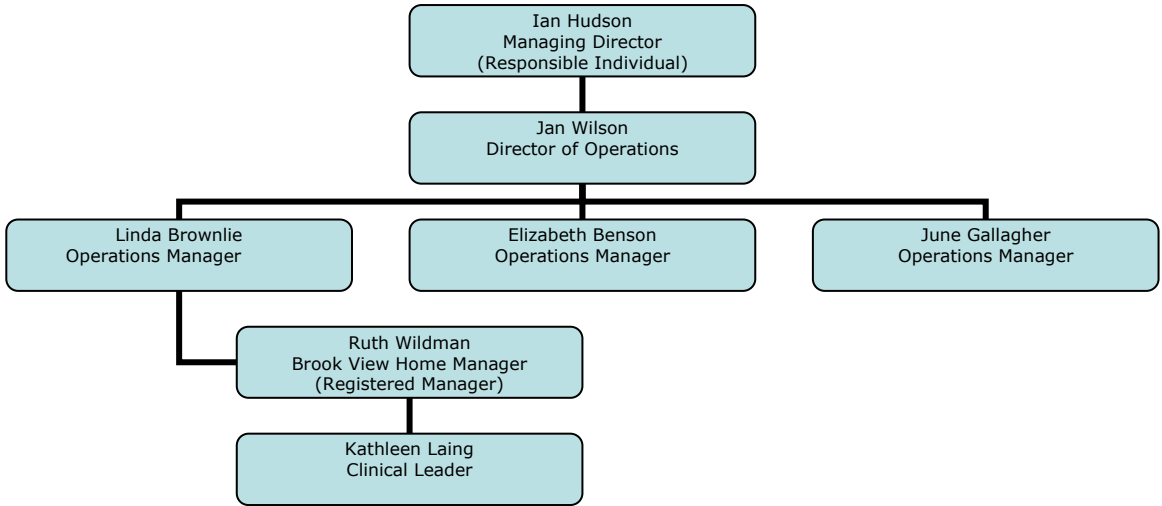
In addition to training, all our staff are supported by Colten Care's senior team of managers and advisors.

## **Who's Who**

All staff wear badges to identify who they are and what they do. Our staff also wear uniforms to help identify their role within the Home. They are as follows:

<b>Role</b>	<b>Uniform</b>
Deputy/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
Housekeeping/Laundry	Creamy yellow dress or tunic
Waiters/Waitresses	White shirt/blouse with black trousers or skirt
Chefs	White tunic, chef's trousers
Kitchen Assistants	White dress or tunic with black tabard/apron
Maintenance Man	Black top with navy/black trousers

## Organisational Management Structure



## Any questions?

If you have any questions, please contact me any time, I am here to help.

Our team look forward to getting to know you and hope you will be very happy here.

Ruth Wildman  
**Home Manager**

## CARING FOR YOU

We aim to support each resident's choice of lifestyle by providing an excellent level of quality care and service.

We are passionate about treating residents as individuals; encouraging them to exercise choice in all aspects of their care whilst ensuring that their needs and expectations are met.

### Assessment

Potential residents are always seen by the Home Manager or Head of Care prior to admission when a comprehensive assessment is made to ensure that all your care needs can be met, taking into account personal preference, spiritual, social, recreational and cultural expectations and wishes. We want you to have a say in how you live your life and to truly feel Brook View is your Home.

A meeting with the Home Manager will be arranged with you and your family two weeks after your admission to discuss the settling in period, but the Home Manager, Head of Care or Nurses are available at any time to discuss any queries you may have.

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 facilities of the Home and the skills and experience of the staff will meet the needs of the person requiring admission. The Home Manager will then gather as much information as is possible and commence an assessment on admission.

### Care Plans

You and your family are encouraged to participate in planning your care and to be regularly involved in updating and reviewing the plans to reflect any changing needs or routines. Plans of care can be made accessible to you at any time and to your relatives if you agree.

### Communication

We encourage you to maintain contact with your friends and family, so have very flexible visiting arrangements.

Brook View has a call bell system in place which is accessible to you: by your bed, in communal areas, and in the corridors. A call pendant can be made available if required. We aim to answer all calls within five minutes and check that this is happening each day.

There are telephone points in all bedrooms and phone lines can be connected by arrangement with BT who will allocate a personal number to your room and bill you in the same way as if in a private dwelling.

There is a coin operated telephone available for use of residents who do not have their own phone line.

The Home's e-mail address is [brookview@coltencare.co.uk](mailto:brookview@coltencare.co.uk) and Matron is happy to forward messages, photographs etc. to you. If you wish to bring your own computer, we can assist with setting it up.

A post box in the entrance hall is emptied daily for outgoing post. Incoming mail will be delivered to you in your room. Newspapers can be ordered through Matron and these can also be delivered to your room each morning.

Residents' meetings are held at least twice a year in the Home with Matron, 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 your comments at any time.

The mobile library visits the Home every six weeks and will come to your room if requested.

## Food and Beverages

Colten Care recognises that meal times are a very important part of the day for our residents. 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 with fresh ingredients and seasonal produce wherever possible. There is a varied menu with a choice of dishes and special diets can be catered for. The Home employs waiting staff to serve the meals, but care staff are on hand to assist residents who may need some help when eating.

A pre-luncheon sherry or fruit juice is offered to stimulate appetites and is an opportunity for residents to meet each other.

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 on request.

You can invite a friend or relative to lunch with you occasionally (up to twice a month) but Chef will require 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.

Chef is always available between 8.00am and 6.00pm if you want to speak to him about your dietary requirements.

MEALS TIMES: Breakfast – 7.30am-8.00am  
Lunch – 12.00pm(rooms)/12.30pm (dining room)  
Supper – 5.00pm(rooms)/5.30pm(dining room)

## Activities and Religious Services

Our Activity Organiser plans a varied programme of activities for residents which include trips out on the company's mini bus. Outings include trips to the coast, forest, countryside or sometimes a visit to one of our other Homes or to a pub for lunch.

We organise special events such as Cheese and Wine evenings, Gala Dinners, BBQs and Fetes in the Home and regularly invite professional entertainers to perform on these occasions.

We also have a Social Carer who provides social and recreational activities for a set period each day for those of you who are unable to attend or do not wish to take part in the main activity. Hand massage, reading a newspaper, writing letters or walks outside in a wheelchair when weather permits, are some of the activities undertaken.

## Quality Assurance

Colten Care is committed to maintaining and improving the service they provide and have developed strategies to ensure that all aspects of the Home are regularly reviewed.

In addition to inspection visits by our regulating bodies, reviews are undertaken by Colten Care managers every 3 months to maintain quality and highlight any areas for improvement.

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 the Home Manager.

## Complaints, Compliments and Suggestions

Should you or your relative have a complaint about any aspect of our service, please bring it to the attention of the 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 Brook View's 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, 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).

# KEEPING YOU SAFE

## Fire

The Home has a modern Fire Alarm System fitted. 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.

Staff are instructed during induction training with regard to fire safety and also 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 **Tuesday at 1:00pm**.

You will hear the alarms ringing 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 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.

## Risk Assessment

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 Manager or the sister in charge. This will help to reduce risks but we cannot eliminate the possibility of accidental injury whilst you exercise your independence.

We operate a no restraint policy at Brook View and therefore, would only use such equipment as bed-rails in special circumstances. We also operate a no lifting policy for staff so consequently we reserve the right to use mechanical hoists where necessary.

## Medication

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

## **Food Safety**

It is our responsibility to provide nutritious and safe food for our residents. To comply with Food Safety Regulations 1995 all food served at Brook View 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 you with a list of foods that can be brought in.

## **Pets**

We acknowledge that pets are part of Home life for a lot of people – but unfortunately, we can no longer accommodate 'four legged friends', however, they are more than welcome to come and visit you at any time.

## **Smoking**

All our Homes are non-smoking and smoking is discouraged on the grounds of Health and Safety. However, we appreciate that some of you still enjoy this past time and therefore, arrangements need to be agreed with the Manager prior to admission to the Home. Any resident choosing to smoke will have to do so in a designated area outside the Home and may have to be supervised.

## **Privacy and Dignity**

All our staff are trained to preserve and maintain the dignity, individuality and privacy of our residents.

Your room is your private space; for example you can keep your room locked at all times and staff should knock and only enter with your permission.

You will be able to discuss how your personal needs will be met with the Registered General Nurses and this will be done in conjunction with risk assessments to ensure safe and satisfactory arrangements are planned.

# FINANCIAL ARRANGEMENTS AND FEES

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

The fees charged are dependent on:

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

Depending on the personal financial situation, a resident can either pay the fees privately or receive benefits arranged by social services with a personal top up.

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

## Fees – What is included

- Accommodation
- Fully trained staff in 24 hour attendance
- Good home cooking
- Special diets
- Laundry Services
- GP visits
- Call system
- Installation of the telephone in each room
- In house activities programme

## Fees – What is not included

- Dry cleaning
- Telephone calls
- Newspapers
- Physiotherapy
- Chiropody
- Hairdressing
- Pub lunches
- Entry fees on outings

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

## WHAT OUR RESIDENTS SAY

We survey our residents once a year and you are welcome to see further details of our results by asking the Home Manager.

Here are some of the positive comments we received, when we asked 'What is the best thing about Brook View?'

- The staff
- The pleasantness of everybody – it's a very cheerful place
- The people and the food
- They are very cooperative about arranging visits for my family
- The privacy I am allowed
- Activities are really enjoyable
- Respect from the staff
- The gardens and grounds are delightful
- The waitresses are very helpful and always have a joke if we need it

## **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**

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.

### **CONTACT DETAILS**

#### **Director of Operations**

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

#### **Proprietors**

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), Southwest, Citygate. Gallowgate, Newcastle Upon Tyne, NE1 4PA 0300 0616161

## 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: .....</p> <p>Full Address: .....</p> <p>.....</p> <p>Post Code: ..... Date: .....</p> <p>Witness Signature: .....</p> <p>Full Name &amp; Address: .....</p> <p>.....</p> <p>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: .....</p> <p>Full Address: .....</p> <p>.....</p> <p>Post Code: ..... Date: .....</p> <p>Witness Signature: .....</p> <p>Full Name &amp; Address: .....</p> <p>.....</p> <p>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 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).</p> <p>Signature of Resident's Attorney: .....</p>

	<p>Full Name: .....</p> <p>Full Address: .....</p> <p>.....</p> <p>Post Code: ..... Date: .....</p> <p>Witness Signature: .....</p> <p>Full Name &amp; Address: .....</p> <p>.....</p> <p>Post Code: ..... Date: .....</p>
<b>(e)</b>	<p><b>CONTRACT SIGNED BY THE RESIDENT'S ATTORNEY (ACTING UNDER A REGISTERED LASTING POWER OF ATTORNEY)</b></p> <p>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.</p> <p>Signature of Resident's Attorney: .....</p> <p>Full Name: .....</p> <p>Full Address: .....</p> <p>.....</p> <p>Post Code: ..... Date: .....</p> <p>Witness Signature: .....</p> <p>Full Name &amp; Address: .....</p> <p>.....</p> <p>Post Code: ..... Date: .....</p>
<b>(f)</b>	<p><b>CONTRACT SIGNED BY RESIDENT'S DEPUTY</b></p> <p><b>I confirm that I am the deputy appointed by an order of the Court of Protection, dated _____ to administer the affairs of the Resident.</b></p> <p><b>Signature of Resident's Receiver: .....</b></p> <p><b>Full Name: .....</b></p> <p><b>Full Address: .....</b></p> <p>.....</p> <p><b>Post Code: .....Date: .....</b></p> <p><b>Witness Signature: .....</b></p> <p><b>Full Name &amp; Address: .....</b></p> <p><b>Post Code: .....Date: .....</b></p>
<b>12.</b>	<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>

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