

Layhams Road, Bromley, BR4 9QJ T el: 020 3995 5229 Web: hmtcolomacourt-uk.org

KEY FACTS & ADDITIONAL IMPORTANT INFORMATION

Choosing a care home is a very important decision and is often emotional, made at a time when you may be frail or in poor health and it is likely to be a process that you are unfamiliar with. It is essential that you are given the information you need to make informed choices about choosing a care home and that you can be confident that you will be fairly treated and are able to complain effectively if you have concerns.

Literature and websites can only tell you so much and they are unable to convey the atmosphere of the Home and engagement of the staff. We would encourage you to visit the home and are very happy to make an appointment at your convenience or make an adhoc visit if you are passing.

Please call on the number above to arrange an appointment when we can ensure adequate time is set aside to show you around the home and answer any questions you may have.

THE CARE NEEDS WE PROVIDE

The Home is registered with CQC to provide accommodation for adults over the age of 65 who require:

- Nursing or Personal care,
- Dementia Care
- Treatment of disease, disorder or injury.

Staff have received specialist training to support end of life care, for the resident and their family.

Coloma Court has been accredited with the Gold Standard Framework and currently holds Platinum status.



The Home accepts short term respite care which is subject to room availability and will require a pre-admission assessment to be undertaken.

DETAILS OF THE ACCOMMODATION WE PROVIDE

Coloma Court is a purpose-built care home constructed in 2008 and has 62 beds arranged over 3 floors and set in generous grounds with ample car parking. The home has a semi-rural setting with vistas over pasture and wood land whilst elevated rooms afford distant views into central London. The home is very spacious with bedrooms being significantly larger than the average care home with bedrooms ranging from 22 – 25 sq meters. Communal areas of lounges, dining rooms, court yard garden and social areas which echo that spacious feeling.

the 62 beds as designated to provide the following types of care

- St Anne's 10 dementia nursing beds
- St Joseph's 26 dementia nursing beds set out as two smaller care units of 13
- St Mary's 26 nursing beds

All rooms are single occupancy with an ensuite WC and wash-hand basin with 10 rooms with ensuite shower facilities. The rooms are furnished and have television, telephone and access to internet connections. The home has assisted bath and shower rooms to support with bathing needs.

STAFFING ARRANGEMENTS

The Home Manger is a qualified nurse and had extensive experience in delivery of care of the elderly and had been approved as the Registered Manager by the Care Quality Commission (CQC)

The Manager is supported by a Deputy Manager

Each care unit is led by a Unit Manager who is a trained nurse and holds a level 5 qualification in Health and Social Care Management.

Given the increasing number of residents who have Dementia, the home has a full-time dedicated dementia specialist nurse to support those on the nursing floors who also have dementia care needs.

The staffing levels on each floor reflect the assessed levels of dependency of the residents.

As a minimum there is a nurse on each nursing unit 24 /7 who is supported by team of senior health care assistants (SHCA) and health care assistants (HA).

The number of SHCA and HCA on duty at any one time will vary with the morning shift up to post lunch reflecting higher staffing levels due to the range of duties and level of support to be provided. Dining room assistants are also engaged to support at breakfast and lunch time.

The wellbeing and socialisation of residents is supported by an activities team who provided actives and social events over a 7-day period

The administration and recording of personalised care planning is supported by care home software called Person Centered Software (PCS) Care staff and nurses update care records using hand held devices. The PCS facilitates a relative's gateway so that information can be shared with a nominated person subject to the consent of the resident

The Medication Administration system is also digitalised and interfaces with the care planning software.

We place a very high value of training and development and staff are provided with extensive training opportunities to ensure they develop their skills, keep up to date and reflect best practice. Staff are supported with training by our in-house trainer.

LATEST INSPECTION RATING/GRADES

Coloma Court is currently rated by the Care Quality Commission as: **OUTSTANDING**

The most recent CQC inspection report can be found via the following link:

[eabad745-4255-4e93-8954-b216627b4b4a \(cqc.org.uk\)](https://www.cqc.org.uk/public/inspections/2022/coloma-court-care-home)

further information can be obtained via the link below:

[Coloma Court Care Home \(cqc.org.uk\)](https://www.cqc.org.uk/public/inspections/2022/coloma-court-care-home)

FUNDING ARRANGEMENTS

The funding arrangements are set out in our Terms and Conditions of Residency (separate document) and these together with this Key Facts & Important Additional Information schedule form the contractual arrangement when becoming a resident at Coloma Court

We accept residents who are self-funded.

We also accept funding from the NHS and Local Authorities, however should the funding not cover the full amount of the Total Fee Package the balance remains payable by either the resident and/or their third-party contributor.

In the event that such funding is withdrawn, the resident and/or their third-party contributor will remain liable for the full cost of the Total Fee Package.

We accept residents from all funding sources, on the basis that the total fee payable meets the fee for the assessed care needs as set out in the care plan and the accommodation and facilities provided.

Any funding which involves a third-party contribution arrangement will be subject to a separate legal agreement between the care home and the person responsible for meeting the differential between local authority funding or Continuing Health Care funding and the cost of the total care package.

MIMIMUM PERIOD A RESIDENT MUST SELF-FUND FOR

We seek evidence of the ability of a resident or their family to meet full funding of the fees for a minimum period of 3 years (this might be fully self-funded or as third party top up to LA or CHC funding rated applicable at the time). There is section in the Terms and Condition of Residency in which you are requested to detail information in relation to you or your nominated representative and ability to fund your care for a minimum of three years.

HOW SELF-FUNDED RESIDENTS' FEES MAY CHANGE DURING THEIR STAY

Price Changes

The fee rates may change under the following circumstances

- Annual fee review
- if there is a change in your health needs
- if there is a legislative or other change that impacts upon our costs.

Annual Fee Review

Provided there are no changes to your care needs or the services you require, your fee is fixed up to 1 April for the first year. We will review and increase the Fee annually with any increase taking effect from 1 April. We will write to you by 1 February each year to confirm the changes arising from our annual review and the new rates which will apply from 1 April each year. This review is separate to any change in your Fee which occurs because of a change in your individual care needs which would be reviewed at the time your care needs change.

We will review and increase the Fee by the rate of the Consumer Price Index as at 31 December

For example, where your fee is £1,500 per week, [on the next annual uplift date] and the Consumer Price index is 4.2% your new fee will be £1,1563 per week. This equates to an increase of £ 3276 over the full year.

Fee Review on Change of Health Needs

We have offered you a place at the Home on the basis of your individual health and social care needs at the time of taking up residency. We have assessed these needs and designed a bespoke care package for you, the details of which can be found in your Care Plan.

It is important to understand that all residents are likely to require more help and assistance day-to-day during their stay at the home. For example, you may need to move to another room or require more staff assistance to carry out tasks you were previously able to do for yourself.

Where we believe (in our professional judgment) that your care needs or your requirement have increased to the extent that require us to make material changes to your Care Plan, we will discuss our assessment with you and explain the changes we believe are necessary. We will also confirm how this will

impact the fee and any additional payments that will need to be made. Where you receive financial assistance from the Local Authority or NHS, we will also notify them as it may be appropriate for them to arrange their own assessments. Further details are contained in the Terms and Conditions of Residency

Notice of Implementation of Fee Review due to Changes in Circumstances

We will try to give you at least 28 days' notice in advance of any changes to your care services and we will charge the new fees from the same date on which we make the changes to your care package.

It may be necessary (in circumstances where there is significant, immediate and otherwise unavoidable risk to the residents' health) to make changes more quickly to ensure your health, safety and personal well-being. If we need to make changes on shorter notice, we will charge the new fees from 7 days after the date on which we make the changes to your care package or on shorter notice (with your consent). In all circumstances we will give you as much notice as reasonably possible of the changes and the impact this has upon your fees.

If we have implemented a change on shorter notice and you do not agree to the proposed changes you can choose to leave the home without giving us full notice, without having to pay the increased fee.

If you have any concerns with our assessment of your care needs and the proposed changes, please contact the home manager to discuss your concerns. We will charge the revised fee from the date we change your care package.

If we are unable to reach an agreement on your needs and care package, you are welcome to arrange an independent assessment via the Local Authority or your GP. We must maintain your safety and comply with our regulatory obligations and we will not reduce your care services where we believe this will put you at a real risk of harm.

If the independent assessment rejects the findings in our assessment, your fees will revert to their previous level and we will immediately refund the fee increase, which will be back-dated to the date of any change we implemented. If the independent assessment confirms our findings, the revised fee will remain in place.

In all circumstances where you do not agree to the proposed changes you can choose to leave the home by giving notice in the normal way.

Legislative Change or Other Change that Impacts upon our Costs.

In exceptional circumstances, for example where there is a major change in legislation, sector regulations or government policy which significantly increases our costs of providing the service (perhaps new minimum staffing requirements or unforeseen changes to the national minimum or living wage), we may at the time of the annual review increase our Fees to reflect the increase in our costs over and above the rate of the Consumer Price Index.

Third Party Top Ups

In the event that a resident qualifies for NHS or local authority funding, it is the responsibility of the designated nominated guarantor to meet in full the differential between the funded payment and the applicable current fee levied by the Care Home.

Any funding which involves a third-party contribution arrangement will be subject to a separate legal agreement between the care home and the person responsible for meeting the difference between local authority funding or Continuing Health Care funding and the cost of the assessed needs of the resident.

Temporary Absence

Full fees will continue to be levied during short term temporary absence for the home, including during any period of hospital admission. Short term would be up to a period of 4 weeks after which the care element of the Total Fee Package would be waived, however the accommodation and facilities element of the Total Fee Package would require to be paid.

Funded Nursing Care (FNC)

Residents may be entitled to a weekly nursing contribution from the NHS or Clinical Commissioning Group (CCG). This is called “Funded Nursing Care” and is subject to an individual assessment made by an NHS representative and is subject to a minimum stay of seven days.

In circumstance where this is applicable, the funding contribution will be added to the homes fee to meet the additional cost of nursing care.

Continuing Health Care Funding (CHC)

Where your condition is such that your dominant care needs are medical rather than peace of mind, support with daily living and assistance with mobility and personal care, you may be entitled to “full funding” by the NHS (provided you meet the NHS eligibility criteria for the award), just as if you were being cared for in a public hospital.

The NHS offers a fee which they adjudge covers your healthcare needs in a standard healthcare or hospital setting; the NHS will not fully fund a resident’s decision to stay in a particular home of your choice whereby the fees levied will be in excess of the funding provided. The additional cost of the choice to be in a particular home can be seen as a “lifestyle choice.” Hence, what the NHS pays is likely to be insufficient to cover the full service we offer and provide within our home. In the event that you qualify for Continuing Health Care Funding via the NHS and you wish to stay or remain in our Home, and we are able to provide the care you need, we will advise you of a “lifestyle choice” contribution which will be the differential between the contribution made through CHC funding and the homes current fee.

Requirement for a Guarantor

In the event that third party funding is required to top up LA or CHC rated to the full fee tariff, the third-party payer will be required to enter into a legal contract and assume the financial responsibility for the third-party element which will increase on an annual basis. It is noted in these circumstances that the LA / CHC reimbursement rates do not always increase at the same rate as the care homes annual fee increase.

Fees after the Death of a Resident

Whilst it is never easy to discuss this scenario, we wish to be transparent. In the event of your death this agreement will end, and we will charge fees (calculated on a daily basis) up to 10 days after your death. We kindly request that personal belongings are collected within this time frame as the Home is unable to store personal belongings.

In the event that it becomes necessary for the Home to support with clearing a resident's room or we have been asked to do so by those responsible for handling your estate, we reserve the right to levy a charge to cover any associated costs of the clearance and responsible disposal of items.

Final Account

If you have paid:

- fees in advance;
- any overpayments;
- and/or if we have been holding money on your behalf for any other reason;

We will settle any outstanding sums owed to us and refund the balance to your estate within 28 days of your death.

TOTAL WEEKLY FEE RATES CHARGED TO SELF FUNDED RESIDENTS FOR EACH TYPE OF CARE SERVICE

The fee as stated below is indicative of the current fee for accommodation and services and the provision of nursing and dementia care. The exact fee will be dependent on the assessed needs of the resident at the time of admission or as reflected in the care plan. The quoted fee is indicative and for guidance only. Fees are subject to an individual care needs assessment and the room type/services chosen.

Indicative Total Fee Package effective from 1st January 2022	

Nursing Care (without FNC)	£1739.00
Dementia Care (without FNC)	£1814.00
Respite Care	£1600.00

FUNDED NURSING CARE CONTRIBUTIONS FROM THE NHS

Current FNC rate £209.19

If your admission to the care home is assessed as requiring nursing care, you may be entitled to funding by the NHS. This is called NHS Funded Nursing Care Contribution (FNC) and is a contribution made by the NHS towards supporting the provision of registered nursing care to eligible care home residents. The payment is made directly by the NHS to the care home where the nursing care is being provided, and the Resident does not receive any money directly. If the responsible CCG has assessed that the Resident is eligible for FNC, any payments received will be deducted from the Total Fees. The Resident will, however, remain liable for the Total Fees if FNC funding is withdrawn or if the CCG defaults on payment.

SERVICES INCLUDED IN THE WEEKLY FEES

- The provision of care services, personal, nursing and medical care as set out in the care plan which reflects care needs at any given time
- Furnished accommodation in a room for your exclusive use,
- A choice of meals, beverages and snacks. We also cater for special dietary requirements by arrangement
- Full use of the lounge, dining rooms, bathrooms and any other communal areas and gardens in the Home.
- Certain activities and / or events and the use of recreational facilities
- (You may be asked to make a financial contribution to the cost of some excursions; however, we will notify you of any required charge in advance of any such excursion).
- Laundry and linen service excluding dry cleaning and hand washing.
- Liaison with your GP, social worker, district nurse, dentist, chiropodist and other professionals and provision of these services as funded by the NHS.
- Central heating (in season), hot water and lighting.
- Supply of bed linen and towels.
- Maintenance of the grounds of the Home.
- Maintenance and repair (as necessary) of the Home, its furnishings and furniture.
- Insurance of the home and its contents subject to further details set out below.
- Annual testing of resident's personal portable electrical appliances.
- Intercommunication system and all necessary fire alarms, extinguishers and emergency lighting

- Internet access in line with reasonable usage.

ADDITIONAL SERVICES WHICH NEED TO BE PAID FOR SEPARATELY

The following extra items and services are not covered by the weekly fees, but we can arrange for them to be provided to you at a cost. You shall be responsible for payment for extra items and services and we shall advise you of their cost beforehand.

- Medical attention, enhanced medical products and other services not provided free under the National Health Service
- Specialist medical equipment not generally available in the Home and not provided by the NHS
- Adhoc charges to participate in activities organised by the home e.g., raffle ticket, theatre tickets, entrance fees relating to day trips
- Hairdressing Services
- Private Chiropody / Podiatry
- Private Physiotherapy, dental care, hearing aids, eye care where not provided by the NHS
- Manicures, beauty treatments and therapies
- External services to provide Aromatherapy massage and reflexology
- Personal copies of Newspapers and magazines
- Personal purchases such as stationery, confectionery, alcoholic beverages, particular snacks, personal flowers soaps and toiletries
- Cost of land line telephone calls
- Enhanced Television and Broadband / Wi-Fi service in room (e.g., Netflix)
- Dry cleaning
- Clothing, shoes and slippers
- Podiatry
- Special individual equipment which is not standard at the home
- Installation of private telephone line, internet or cable TV connection
- Other items of a luxury or personal nature
- Alcoholic Beverages
- Other privately arranged healthcare
- Taxi Services or other transportation
- Costs associated with the accompaniment to offsite professional appointments

- The Home provides a small TV however if a larger, enhanced TV is required, the purchase and installation cost will be the responsibility of the resident and their family.
- Registration process in the event of death
- Participation in some external recreational trips or social activities such as theatre tickets
- Accompaniment /escort to planned medical, hospital or similar appointments - see section Assisted Travel Charges
- The NHS continence service assess and provide a maximum of four pads per 24-hour period. Any additional pads are charged at cost

ACCOMPANIMENT TO HOSPITAL OR EXTERNAL APPOINTMENTS

The Care Home does not provide staff escorts for planned pre-arranged scheduled hospital or professional health care practitioner appointments. For any scheduled external appointments, Next of Kin/ Relatives are expected to accompany the resident.

In the event that this is not possible, the Care Home will endeavour to provide, a staff member to escort a resident. The cost of this service will be recharged to the resident at cost plus 10%.

If the use of agency staff is required the cost plus of the agency staff plus 10% will be recharged to the resident.

Should an emergency occur and you need to be admitted to hospital, if staffing levels permit, we would allow a member of staff to accompany you on your journey to hospital. However, if this is not possible, please be reassured that you will be supported by the attending paramedic team. Your Next of Kin/ Relatives will be contacted as soon as possible and asked to meet you at the hospital.

UPFRONT PAYMENTS REQUIRED

Monthly fees are calculated by dividing the weekly rate by 7 days and the resulting daily rate is multiplied by the number of days in applicable calendar month.

Fees are to be paid monthly in advance by bank direct debit.

Invoices will be raised monthly and the payment of fees is only accepted by Direct Debit with the exception only being the initial payment which can be made by bank transfer or cheque.

The Home does not require a deposit to be paid.

TRIAL PERIOD

It is essential that there is an opportunity for both you as the resident and for the home to assess the compatibility of long-term residency at Coloma Court. As such the first 6 weeks of admission will be regarded as a trial period.

After the 6-week trial period, a review meeting will be conducted which is to assess how you view and feel about Coloma Court being your long-term home and also whether we can meet your care needs in the long term. At any time during the 6-week trial period, either party may on reasonable grounds, determine that the arrangement is not suitable. The notice period during the trial period is one week or until such time alternative accommodation is identified taking into account the safeguarding and wellbeing of the resident.

INFORMATION ABOUT WHAT HAPPENS IF RESIDENTS' FUNDING ARRANGEMENTS CHANGE WHILE IN THE HOME

At the time of admission to the home a statement of funding is required to evidence sufficient funds or capital assets are available to support 3 years of accommodation to the home. This statement will form part the review when funding arrangement change.

It is essential that changes in the funding arrangement are notified to the Home Manager as early as possible so that discussion with relevant parties can commence to ensure continuity of safe and appropriate care to meet the needs of the resident

In the event that the funding situation of a resident changes in relation to NHS continuing care or if personal capital reduces to near the LA funding arrangement, we would discuss the situation with the resident and their relatives / advocate.

We would expect the resident or their relative/ advocate to inform the Home Manager at least 6 months in advance prior to personal capital reaching the qualifying threshold for LA funding.

We may request a review the funding statement every 2 years to ensure the statement remains current.

REASONS FOR ENDING THE CONTACT AND ANY CONDITIONS (INCLUDING NOTICE)

It is anticipated that you will remain in the care of the home for a long time and be very happy here. However, in certain circumstances it may be necessary to terminate the contact and we reserve the right to terminate the contract beyond the trial period by giving four-weeks' notice on the following grounds:

- Deterioration of health to a level which the home is not equipped or able to meet the nursing and care needs of the individual
- Non-payment of fees the Resident/Nominated Representative fails to pay the fees due and payable under the Agreement;
- The service and the resident or their representative cannot agree a price for the appropriate care where circumstances have changed on either side.

- Non-compatibility with the home there is an irreconcilable breakdown in the relationship between HMT and the Resident and/or the Resident's relatives, visitors or Nominated Representative which, in HMT's reasonable opinion, interrupts the service or safe delivery of care to the Resident or other service users;
- At the end of 4 weeks written notice by either the resident or the home
- where, in the reasonable opinion of HMT, the Resident's behaviour (or the behaviour of a relative or visitor of the Resident) is disruptive and/or presents a risk of harm to other service users in the Home or to their welfare, or its staff (in which case HMT's right to terminate will be exercised reasonably, taking account of the type of care that the Home has agreed to provide to the Resident and after all reasonable efforts have been made by HMT to manage the risk)

TRADING NAME AND CONTACT DETAILS

The trading name and address of the care home is

Coloma Court Care Home

Layhams Road
West Wickham
Bromley, BR4 9QJ

Coloma Court is part of

The Healthcare Management Trust

14 Queen Anne's Gate
London, SW1H 9AA
A Charitable Company Limited by Guarantee
Registered in England No 1932882
Registered Charity No 292880

The Home Manager is the primary point of contact

mmoomba@hmt-uk.org
020 3995 5229

REGULATORY STATUS WITH THE CARE QUALITY COMMISSION

England all Care Homes are regulated by the Care Quality Commission who can be contacted online at www.cqc.org.uk.

The Care Quality Commission registers all Care Homes and their details can be found on the CQC website. Inspection reports, both current and some historic, can be found for Coloma Court on their web site.

In England the Care Quality Commission inspects to the standards set by the Fundamental Standards under the Health and Social Care Act 2008 as amended 2015. These can be found at <https://www.cqc.org.uk/guidance-providers/adult-social-care>

Mrs. Natasha Leslie is the home manager and has been approved as the Registered Manager by the Care Quality Commission

Mrs. Nichola Stefanou is the Chief Executive Officer for the Healthcare Management Trust and is the Nominated Individual approved by the Care Quality Commission

Coloma Court is currently rated by the Care Quality Commission as:
OUTSTANDING The most recent CQC inspection report can be found via the following link: [eabad745-4255-4e93-8954-b216627b4b4a \(cqc.org.uk\)](http://eabad745-4255-4e93-8954-b216627b4b4a.cqc.org.uk)

further information can be obtained via the link below:
[Coloma Court Care Home \(cqc.org.uk\)](http://Coloma Court Care Home (cqc.org.uk))

RESOLVING ISSUES AND OUR COMPLAINTS PROCEEDURE

We strive to deliver high quality care but on accession we get things wrong. We treat complaints in an open and transparent way and view complaints as a way to improve our systems and drive up the quality of care we provide.

We are always pleased to hear from you if you have comments or feedback about the Home. If you do feel that something is not as you would like it to be or you think we have made a decision which is unfair, please refer to our complaints procedure which is on display at the Home or for further information please speak to the Home Manager

The complaints procedure is available on our website and can also be obtained from the administration team at Coloma Court. The Complaints procedure is also issued alongside the Terms and Conditions of Residency.

INSURANCE AND PERSONAL BELONGINGS

You are welcome to bring personal possessions and furniture into the Home provided that any electrical items are PAT tested and the furniture meets health and safety regulations and are easily cleaned as part of infection prevention and control measures.

For electric recliner chairs, privately owned wheelchairs (all types) and mobility scooters, proof of servicing within the last 12 months will be required prior to their use at the Home. You are responsible for the cost of annual servicing and maintenance of the same. We reserve the right to ask you to remove any items which are defective or dangerous.

We stress however, that the amount and size of furniture in your room should permit sufficient and safe circulation space to allow your care to be delivered safely and minimise the risk of incident and accidents such as falls.

The home cannot take responsibility for the loss of, or damage to resident's belongings. All reasonable steps will be taken safeguard property; however, residents are strongly advised to insure against loss or damage to items of personal property.

It is not advisable to keep large sums of money or jewellery at the home. If valuable items cannot be kept elsewhere, they should be handed to the Home Manager for safekeeping and a receipt will be provided.

Whilst we make every effort to provide a secure environment, we are not responsible for loss or damage to your belongings unless we have failed to take reasonable precautions to look after them. Further details of our insurance cover are included in the service user's guide.

SUPPORTING CHOICE AND MEETING PERSONAL NEEDS

Care Plans

At Coloma Court we endeavour to deliver person centered care and meet as many individual requests as practicable. On admission to the Home, we will work with you to establish your personalised care plan which will be reviewed at intervals during your stay. Each person is an individual and we will engage with residents and their relatives to meet these needs such as dietary and spiritual needs

Pets

As a nursing home, we do not accept pets as the residents are often not sufficiently well enough to take on the responsibility of looking after a pet, however we support emotional needs for nurturing animals by through "Pets as Therapy" and we also allow relatives to bring in a well-behaved pet to visit by prior appointment.

Faith /Spirituality

The Home adopts an ecumenical approach to religion and residents of all faiths are welcome. We place a high value on the meeting spiritual and pastoral needs of our residents and are happy to arrange visits from all faith and religious leaders wherever possible. The home has a chapel and a resident priest conducts services on a regular basis.

Medication

All medication, including homely remedies, must be handed in on admission for securing in a lockable cabinet in your room or the home's drugs cupboard. You will be supported to self-medicate wherever possible and appropriate, in line with an appropriate risk assessment. If you do not self-administer your medicines safely or correctly, we will review the risk assessment with you and may revert to administering medication for you.

As part of the admission process the Residents must declare to the Manager or Senior Nurse all medications and treatment creams that are currently used. If the Resident wishes to self-administer all or some of their prescription or non-prescription medications and treatment creams, then an assessment of their capability to self-medicate will be undertaken at the time of admission. If the assessment indicates that self-medication is appropriate, the Resident will be asked to sign an agreement recording the decision and from that point HMT accepts no responsibility and will have no liability in such circumstances unless due to any act of neglect or default on the part of HMT or its agents or an employee of HMT.

The agreement, when signed, will be placed in the Resident's care file. HMT will review the assessment on an ongoing basis. The Home will be responsible for ensuring the Resident receives their medication from the pharmacist on a regular basis. Medication must be kept in a secure place in the Resident's room, and a lockable drawer will be provided for this purpose.

If the Resident either chooses not to be self-medicating or the assessment of the Resident's capabilities indicates that they are not capable of self-medicating, then the medications and treatment creams will be retained by the Manager or person in charge on admission.

In the event that a Resident who has not signed a self-medicating agreement wishes to self-administer any non-prescribed medications and treatment creams e.g., paracetamol, the Resident should inform the Manager or nurse in charge before doing so and HMT accepts no responsibility and will have no liability in such circumstances unless due to any act of neglect or default on the part of HMT or its agents or an employee of HMT.

Smoking and Alcohol

The Home is non-smoking. Residents are asked to discuss smoking arrangements prior to admission. Smoking is only permitted in designated smoking areas within the grounds of the Home. It is not permitted in the bedrooms or in any area of the home building and no exception can be made.

Residents may consume alcohol in accordance with any licensing restrictions at the Home. Any consumption of alcohol is at your own risk and we can accept no responsibility for any loss, damage or injury you may suffer as a result of alcohol consumption, except where we have been negligent or breached our duty of care

to you.

Accidents

We will notify your relatives or representative(s) of any accidents, injuries or illness sustained by you as soon as reasonably practicable to do so, with all incidents recorded in our log book which is available for inspection on request.

Laundry

Although we take great care with your clothes, please note that we do not accept any responsibility for loss or damage to your clothing unless we fail to take reasonable precautions to look after them. We request that all clothing is suitable for machine washing at least 40 degrees and we ask that all items are name-labelled prior to admission. Any new item of clothing purchased after admission should also be name labelled. We do not provide a dry-cleaning or hand-washing service as part of the standard fees but this can be provided as an additional service on request.

Social Media and Consent

As part of our commitment to your care, we will need to take photographs to ensure your safety as follows: -

- Picture for use when administering drugs
- Picture in the event of a fall or other accident
- Picture in the event of any skin, pressure ulcer or wound being present
- Pictures during social events and activities within the home

With regard to photos from social events we would seek your consent to share the photographs to highlight and share events that take place within the home and seek your permission to place such photos on our web site or share with the local newspaper or in our own literature

We would not publish any photos without your consent and you will be asked if you permit or do not permit your photo. If you do consent and then later change your mind, we would ask that you or your representative make it known so that your care file can be updated to reflect your position.

Gifts

Staff members are not permitted to accept gifts individually from any Resident/ Nominated Representative. Gifts which benefit the Home and all residents equally, or all our staff equally, can be accepted. The Manager will advise on how this can be arranged.

Witnessing Legal Documentation

HMT staff members are not permitted to act as witness in respect of any Resident's legal documentation.

Communication with Relatives

We will communicate with relatives by email for the issuing of invoices, general updates and specific issues

VISITING

Visiting times are as flexible as possible and the Home will advise the Resident of the times visits may be made to the Home. If treatments are to be carried out during the course of a visit the Home may request that visitors wait outside the room until the Resident is ready to receive them.

It is our policy to encourage open visiting to the Home, provided that it is acceptable to the residents and does not adversely affect the quality of life of residents in any way.

The Homes may have to take steps to minimise the risk of cross infection in the event of a pandemic or outbreak of an infectious disease/illness within the Home. You will be made aware of the implementation of these steps and will be required to adhere to them, even if this may require restrictions upon visitors or their exclusion from the Home altogether. The home will manage visiting taking due regard to government guidance, Public Health England and the Care Quality Commission in prevailing at the time of any outbreak of contagious disease and infection.

In the interest of general safety visitors are required to sign in and out and to inform staff if a Resident is leaving the premises with them.

All visitors to the Home must conduct themselves in such a manner as not to disturb the peaceful enjoyment of the home's community. Visitors must also be civil towards staff.

Please note that we reserve the right to refuse or limit entry to visitors if their behaviour is persistently or materially abusive or threatening or where they pose a real and significant danger to residents, staff or other visitors.

Should the Resident choose to leave the Home with a visitor and without being accompanied by a member of the home staff, HMT do not accept any liability for the Resident's health, life or well-being while they are away from the Home.

LASTING POWER OF ATTORNEY

During the period of your stay with us, you may require assistance in managing your financial affairs or, due to a deterioration in your health, you may not have the capacity to continue to manage your affairs. This can result in difficulties in managing payments in accordance with the Agreement which can be difficult to resolve and may lead to non-payment of fees. HMT recommends that as soon as reasonably practicable after entering into the Agreement, you therefore prepare a Lasting Power of Attorney for both property and financial affairs, and personal welfare matters, to ensure that your affairs can continue to be

managed.

YOUR ROOM

Your placement does not give you a tenancy. We do not expect you to move rooms but reserve the right to do so if we consider it is in your best interests to do so or if you ask to move. We will provide you with four weeks' notice but reserve the right to ask you to move immediately if your safety is at risk. If the alternative room is more or less expensive than your current room, a different rate may apply and your Fees will be amended accordingly. If the new room is less expensive, we will provide you with a refund of the part of the Fees paid in advance. If you do not wish to move rooms you may end the contract by providing us with four weeks' notice and we will not charge any increased Fees during the notice period. Whilst we will respect your privacy, we retain the right to full and unrestricted access to your room to provide the care you need.

FORCE MAJURE

We shall not have any liability to you if there is any interruption to the services arising from events beyond our reasonable control, for example fire, extreme weather conditions, terrorist activity or outbreak of an infectious disease. In such circumstances we will offer you all reasonable assistance and take all reasonable steps to ensure continuity of care for you.

YOUR STANDARD T&Cs FOR SELF-FUNDERS

A copy of our terms and conditions for self-funding residents is available on request from the home manager and will be included in information packs. A copy is also contained in the resident's guide and on our web site.

INFORMATION SPECIFICALLY REQUIRED BY SECTOR REGULATIONS

In England the Care Quality Commission inspects to the standards set by the Fundamental Standards under the Health and Social Care Act 2008 as amended 2015. These can be found at <https://www.cqc.org.uk/guidance-providers/adult-social-care>

Rights under The Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013

Where the contract for care is signed away from the Care Home there is a right under consumer law to cancel the contract within 14 days of signature. In these circumstances, written notification is required to cancel the contract within the 14-day time period.

Data Protection, GDPR, Information Governance

HMT will comply with its statutory duties under the Data Protection Act 2018, GDPR and its duties of confidentiality. HMT will take all reasonable steps to ensure that the information it holds about the Resident remains confidential and secure. Unless required by law or in circumstances that HMT deems necessary to ensure that the Resident's care needs are met, confidential information will not be disclosed without the Resident's prior consent.

HMT is required by law to share personal information about people who use the service with other bodies at their request, for example our regulator, the Care Quality Commission/ Care Inspectorate, the police or the local authority safeguarding team. The Care Quality Commission/Care Inspectorate can request to see any documentation the home holds about people who use the service for the purpose of fulfilling its regulatory functions.

HMT cannot object to disclosure of this information. However, if the Resident/Nominated Representative objects to any personal information HMT holds about them being shared, HMT can bring this to the attention of the Care Quality Commission/Care Inspectorate, who should then discuss the matter with the Resident/Nominated Representative before accessing their information. This will be discussed with the Resident during the care planning process.

PRIVACY NOTICE

Our role in your privacy

The Healthcare Management Trust (HMT) takes your right to privacy and confidentiality very seriously. HMT acts as the 'data controller' of your personal information. We are registered as a data controller at the UK Information Commissioner's Office under number Z6679470.

What personal data we collect

Data you provide to us:

- Basic personal information, including name and address, date of birth and contact details
- Financial information, including account and transactional information and history
- Information about you and your family
- Information about your preferences and interests
- Visual images of you
- Details of any services you have received from us

- Information we receive from other sources, such as local authorities and healthcare providers
- Our correspondence and communication with you

How and why, we use your data

As a care provider, HMT must collect and use personal information in order to provide effective safe care and support. We must also meet regulatory requirements around the delivery of effective safe care and support, as well as complying with any investigations conducted by local authorities and law enforcement agencies.

Where we collect and use information from you, HMT is required to identify a legal basis for processing this data. These include:

- ‘Contract’ – processing your data is necessary for a contract you have with HMT, or because we have asked you to take specific steps before entering into that contract
- ‘Legal obligation’ – HMT must collect and use this information in order to comply with the law
- ‘Consent’ – occasionally HMT will ask for your consent to collect information. Where this is the case, you will be informed at the point of collection what we are collecting and why

Where we collect and use highly sensitive data from you, HMT is required to identify a further legal basis for this processing. This is:

- ‘Health and social care’ – processing is necessary to provide you with effective care and support

Your privacy choices and rights

You have the right to access information we hold about you. This includes the right to ask us supplementary information about the types and categories of data we process and the categories of third-party recipient we disclose this to. We will provide you with the information within one month of your request, unless doing so would adversely affect the rights and freedoms of others.

You have the right to make us correct any inaccurate personal data about you.

You have the right to port your data to another service. If you ask us to, and where it is technically possible, we can directly transfer that information to the third party.

In some cases, you have the right to be ‘forgotten’. This will only apply in a small number of circumstances, and can be discussed with HMT’s Data Protection Officer.

You have the right to lodge a complaint regarding the use of your data.

In order to exercise these rights, please contact:

The HMT Data Protection Officer

Healthcare Management Trust

14 Queen Anne's Gate

London SW1H 9AA

Or email: DataProtectionOfficer@hmt-uk.org

Where do we store the data?

Information held on you is stored in both electronic and manual files and record systems. Where information is held electronically, this is held within the United Kingdom.

HMT has physical, electronic, and managerial procedures to safeguard and secure the information we collect.

In the event HMT transfers your information outside of the UK or EEA, we will take steps to ensure your privacy rights continue to be protected as outlined in this document.

How long do we store the data?

HMT will continue to store and process your personal information as long as you have an active contract in place with us.

Following discharge or from the point we last provided you with care, your records will be kept for 8 years and destroyed, unless a further legal obligation continues to apply. Where this is the case, the records will be destroyed once that obligation expires.

Third parties who process your data

We may need to share some or all of this personal information with other organisations including, for example, the NHS. Where appropriate, we will not do this without your explicit consent.

We may use third parties to process your personal information. In such circumstances, we will ensure that they act at all times in accordance with the Data Protection Act and that your privacy rights continue to be protected as outlined in this document.

October 2022