

FAIR DEAL RESIDENT'S GUIDE TO CONTRACT FOR CARE

Beaumont Residential Care recognises the move to a nursing home can be difficult. We appreciate the move to a nursing home presents one of the most challenging and difficult experiences in a person's life.

However, living in a nursing home opens up a new world of opportunity. You will meet new friends with shared life stories and interests, receive round-the-clock expert nursing care and support from dedicated staff. Your family and friends have the comfort and reassurance of knowing that you are getting the 24-hour specialist care you need.

We are committed to openness and transparency with regard to the Contract for Care (the "**Contract**"). The Contract, detailing the terms and conditions and rights and responsibilities of the parties to the Contract, is presented on enquiry stage and agreed on admission to the nursing home.

This is a guide to some of the important provisions which can be found in the Contract. The purpose of this guide is to help you understand the Contract. If you have any questions on the Contract please contact Admin who will address any questions or concerns you may have.

The Contract sets out the parties' rights and obligations in relation to your stay in the nursing home. This guide highlights some of the important terms contained in the Contract to assist with your understanding. However, it does not set out all of the terms. The Contract, together with all nursing home policies, should be reviewed by you in detail before admission to the nursing home.

Services

The services that will be provided to you are split into three categories:

1. Fair Deal Services – these are the services provided under the Fair Deal Scheme, and include your bed, board, nursing care and basic aids and appliances. See Schedule 1, Part A of the Contract for more detail.
2. Services not Covered by Fair Deal Scheme – these are services that are provided by the nursing home to all residents in addition to the Fair Deal Services. See Schedule 1, Part B of the Contract for more detail.
3. Additional Individual Services – these are services that you may avail of and which will only be provided where requested. See Schedule 1, Part C of the Contract for more detail.

An individual care plan will be prepared and agreed with you following an assessment. This will set out your individual care needs and treatment to be provided to you. This will be prepared within 48 hours of admission and will be reviewed, at a minimum, every 4 months.

The duties to be carried out by the nursing home, including facilitating appropriate medical treatment, providing you with privacy and providing you with facilities for recreation, are set out in clause 4 of the Contract.

Fees

The fees payable by you for the services are set out and explained in clause 3 and Schedule 1 of the Contract. In addition to the fees payable for the services set out above, you may also have to pay for private medical care and medication or treatment not funded as part of a government scheme. An invoice will be issued to you each month and will be payable within the stipulated time frame. If a payment is not made on time, interest may accrue and it may result in the Contract being terminated. The nursing home may also issue a demand letter to the person listed as the Guarantor in the Contract.

Your Responsibilities

Your duties are set out in clause 5. These include presenting all medications to the nursing home on admission, ensuring that your belongings are clearly labelled and complying with all nursing home policies.

Signing the Contract

The Contract should be signed by you as the Resident unless you have been certified by a medical practitioner as not having the capacity to enter the Contract yourself. In these circumstances, it should be executed by someone who has the lawful authority to enter into the Contract on your behalf.

Termination

The circumstances that may lead to the termination of the Contract are set out in clauses 7 and 8. If you wish to terminate the Contract, you can do so by serving at least four weeks' written notice on the nursing home; you do not need to provide a reason. The nursing home can only terminate the Contract in certain circumstances, such as where you fail to pay invoices or the nursing home is no longer able to provide the services.

GUARANTOR'S GUIDE TO CONTRACT FOR CARE

You are entering into the Contract for Care (the "**Contract**") to guarantee the payment obligations of the Resident. If, for whatever reason, the Resident fails to pay all or any part of an invoice that issues to them in accordance with the Contract, the nursing home may require you to discharge the outstanding amount. If you fail to pay any amount demanded from you, the nursing home may issue legal proceedings against you personally to require you to make the payment.

You are providing the guarantee as a sole or primary obligor. This means that the nursing home can demand payments directly from you, or may issue legal proceedings against you, even where they decide not to pursue the Resident directly.

The fees payable by the Resident are set out and explained in clause 3 and Schedule 1 of the Contract. The Resident may also have to pay for private medical care and medication or treatment not funded as part of a government scheme. If the Resident fails to discharge an invoice in accordance with the timeframe set out in the Contract, interest may accrue and you may be required to pay this interest.

The entirety of the Contract should be carefully reviewed by you and, if any of the terms are unclear, you should seek clarification from the nursing home. In particular, you are referred to clauses 3.4, 3.10, 3.11, 3.12 and 12.

Your obligations as a guarantor may have serious legal and financial consequences for you and we suggest that you obtain independent legal advice prior to entering into the Contract.