

# Haven Bay Care Centre CONTRACT FOR CARE - 2018 (Resident)

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**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BETWEEN**

**Haven Bay Care Centre of Ballinacubby, Kinsale, Co Cork**

(hereinafter the "**Proprietor**")

**AND**

\_\_\_\_\_  
**Name of Resident**

of \_\_\_\_\_  
**Address**

(hereinafter the "**Resident**")

**WHEREAS**

- A. The Proprietor operates a nursing home providing long-term residential care services which is on the register of designated centres under the Health Act 2007 (the "**Register**") and the Nursing Home is a nursing home within the meaning of Section 2 of the Health (Nursing Homes) Act 1990.
- B. The Proprietor is the person whose name is entered on the Register as the registered provider.
- C. The Resident requires the long-term residential care services to be provided by the Proprietor pursuant to the terms and conditions of this Agreement.
- D. The Resident is a person who **has/has not** been approved by the Health Service Executive to receive \_\_\_\_\_ (type of Support)
- E. Both the Proprietor and the Resident confirm that this Agreement shall be entered into on the admission of the Resident entering the Nursing Home in accordance with the requirements of the Health Act 2007 (Care and Welfare of Residents in Designated Centres for Older People) Regulations 2013 (the "**Regulations**"). The Resident acknowledges that continued residence in the Nursing Home shall be deemed acceptance by the Resident of the terms of this Agreement.
- F. It is agreed by the Parties that this Agreement shall relate to the care and welfare of the Resident in the Nursing Home and shall comprise all terms and conditions concerning the care and welfare of the Resident in the Nursing Home and fully sets out details of the services to be provided by the Proprietor to the Resident during the course of this Agreement and the fees to be charged therefor.

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## NOW IT IS HEREBY AGREED AS FOLLOWS:

### 1 DEFINITIONS

1.1 The following terms shall have the following meanings for the purposes of interpreting this Agreement unless the context otherwise provides:

**"Act"** shall mean the Nursing Homes Support Scheme Act 2009.

**"Commencement Date"** shall mean the \_\_\_\_\_.

**"Force majeure event"** shall exist if either Party is hindered in the performance of its obligations pursuant to this Agreement or in the preparation for such performance, as a consequence of war, the threat of war, riot, nuisance, fire, water damage, flood, strike, sit down strike, lock out, import or export embargoes, defective machinery, disruptions in the provision of energy, as well as for any other cause that is not within the control or scope of risk of the party concerned.

[**"Guarantee"** shall mean the guarantee executed between the Proprietor, the Resident and the Guarantor prior to or on or about the same time as the execution of this Agreement.]<sup>1</sup>

[**"Guarantor"** means a person who shall guarantee the obligations of the Resident pursuant to the Guarantee.]<sup>2</sup>

**"Nursing Home"** shall mean the Proprietor's nursing home situated at **Ballinacubby, Kinsale, Co Cork** where the Proprietor shall provide the Services to the Resident.

**"Nursing Home Service Charge"** shall mean the charge for the services set out in Part 2 of Schedule 2 which the Proprietor provides to the Resident as a facility service provided to all residents.

**"Nursing Home Services"** shall mean the services set out in Part 1 of Schedule 2 which the Proprietor provides to the Resident as a facility service provided to all residents.

**"Individual Services"** shall mean the services set out in Part 1 of Schedule 3 which the Proprietor may provide to the Resident for the fees set out in Part 2 of Schedule 3.

**"Party" or "Parties"** shall mean the Proprietor and/or the Resident or either one of them as the proper context may allow.

**"Services"** shall mean the services which the Proprietor shall provide to the Resident more particularly set out in Part 1 of Schedule 1 for the fees set out in Part 2 of Schedule 1 or in the case of a Resident not in receipt of State Support the services set out in Part 1 of Schedule 4 for the fees set out in Part 2 of Schedule 4.

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<sup>1</sup> May be deleted if no Guarantee is being entered into

<sup>2</sup> May be deleted if no Guarantee is being entered into

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**“State Support”** shall mean state support as defined in the Act.

<b>Residents in receipt of state support (NHSS)</b>		
Schedule 1	Part 1	Services included within the fee
	Part 2	Terms of National Treatment Purpose Fund
	Part 3	Amount
Schedule 2	Part 1	Nursing Home Services (facility service)
	Part 2	Amount
	Part 1	Additional services
Schedule 3	Part 1	Additional services
	Part 2	Cost of additional services
<b>Residents not in receipt of state support</b>		
Schedule 4	Part 1	Services included within the fee
	Part 2	Amount

- 1.2 Words importing the singular number shall include the plural and vice versa and words importing the masculine gender only shall include the feminine and neuter genders and words importing persons shall include firms, corporations, trusts, companies and incorporated and unincorporated bodies. Marginal notes and headings herein are inserted for convenience only and shall not affect the construction or interpretation hereof.
- 1.3 The preamble and all appendices or schedules to this Agreement form an integral and substantial part of this Agreement. This Agreement sets out the entire agreement between the Parties and shall supersede all prior discussions between the Parties and all statements, representations, terms and conditions, warranties, proposals, communications and understandings whenever given and whether orally or in writing by one Party to the other or by any Party to any third party.
- 1.4 A reference to any Party shall include that party’s personal representatives, successors and permitted assigns.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision and as amended, extended or re-enacted from time to time.
- 1.7 A reference to **writing** or **written** includes fax but not e-mail.
- 1.8 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

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- 1.9 References to clauses and Schedules are to the clauses and Schedules of this Agreement and reference to paragraphs are to paragraphs of the relevant Schedule.
- 1.10 Any words following from the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 This Agreement shall be not construed strictly against either Party.

## 2 SERVICES

- 2.1 The Proprietor shall, for the duration of this Agreement, provide to the Resident the agreed services including the Services and undertakes to provide the Resident suitable and sufficient care to maintain the Resident's welfare and wellbeing having regard to the nature and extent of the Resident's dependency and needs, which services may, as appropriate, be provided by the Proprietor to the Resident under the direction of a General Medical Practitioner from time to time. The Nursing Home also provides the Nursing Home Services for the benefit of residents for the indicated Nursing Home Service Charge. In addition the Individual Services are services the Resident may avail for the indicated additional fees.
- 2.2 In the provision of the agreed services to the Resident, the Proprietor shall use its best endeavours to comply with the Regulations and all applicable legislative provisions governing the provision of long-term residential care to residents of Irish private/voluntary nursing homes.
- 2.3 The Proprietor shall ensure that the Resident's needs are at all times set out in an individual care plan which shall be developed and agreed following a comprehensive assessment by an appropriate health care professional of the health, personal and social care needs of a Resident. The Proprietor shall so far as is reasonably practical arrange to meet the needs of the Resident based on such care plan.
- 2.4 On admission the Resident shall provide the details set out in the admission form in Schedule 5 (the "**Admission Form**").
- 2.5 Each of the parties agrees and warrants to the other that it has the necessary capacity to enter into this Agreement and this Agreement when executed shall represent legally binding enforceable obligations on it.

## 3 FEES

- 3.1 Where the Resident is a person who has been approved to receive State Support in accordance with the Act and is in receipt of the Services, the Nursing Home Services and the Individual Services specified in the respective Part 1 of Schedule 1, 2 and/or 3 as the case may be, the fees payable by the Resident to the Proprietor are set out in the respective Part 2 of Schedule 1, 2 and/or 3 as the case may be. The Services

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are those services required to be provided to all Residents in receipt of State Support. It is acknowledged and agreed that the Nursing Home Services are provided to all residents and that the Individual Services are services that a Resident may avail of which in both cases are provided for the indicated additional fees in Schedule 2 and Schedule 3 to this Agreement.

- 3.2 Where the Resident is a person other than a person who has been approved to receive State Support in accordance with the Act and is in receipt of the Services specified in Part 1 of Schedule 4 to this Agreement, the fees payable by the Resident to the Proprietor are set out in Part 2 of Schedule 4 to this Agreement.
- 3.3 The fees set out in Schedule 1, 2, 3 and 4 of this Agreement may, subject to law and regulations, be reviewed and revised by the Proprietor on an annual basis or where there is a change in the condition of the Resident and/or services provided to the Resident and/or required by the Resident upon service of ten days written notice by one Party on the other.
- 3.4 Where the Resident leaves the Nursing Home voluntarily during any period in respect of which the fees under this Agreement have been paid, the said fees shall not be refunded by the Proprietor to the Resident, except as may otherwise be agreed between the Parties.
- 3.5 If through death, permanent hospitalisation or unforeseen permanent discharge, a Resident leaves the Nursing Home during a period for which the fees have been paid, subject to notification to the Proprietor which permits the Proprietor to use the Residents place and bed for another person and not to keep it for the Resident, the said fee may be refunded by the Proprietor to the Resident or any person lawfully appointed under law or by the Resident to act for and on behalf of the Resident.
- 3.6 In the case of fees being paid or supported through the liquidation of assets through the offices of solicitors, accountants, courts or other bodies, the Proprietor may require that suitable undertakings are provided for and on behalf of the Resident.
- 3.7 [The Resident confirms that he has duly executed with the Guarantor the Guarantee in favour of the Proprietor and hereby acknowledges that such Guarantee is a condition precedent and on-going condition to this Agreement.]<sup>3</sup>
- 3.8 Where the Resident is not in receipt of State Support at the time of his admission to the Nursing Home but subsequently becomes entitled to or receives State Support the Proprietor shall, in accordance with Regulation 24(2) (c) of the Regulations of 2013 promptly refund to the Resident any amounts due to be repaid to the Resident arising from their receipt of State Support.
- 3.9 The Proprietor will provide the Resident with written information setting out the arrangements for application by the Resident for funding and receipt of funding under the Nursing Home Support Scheme and shall provide reasonable assistance to the Resident in completing any such applications and the Parties agree that the

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<sup>3</sup> Clause may be deleted if there is no guarantee being entered into.

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provision by the Proprietor such information is sufficient to satisfy the regulatory obligations of the Proprietor in this regard.

- 3.10 The Resident acknowledges that all services to be provided by the Proprietor to the Resident shall be provided in accordance with the terms of this Agreement and that continued residence and/or any payment of fees by the Resident to the Proprietor in respect of such services shall be deemed acceptance by the Resident of the terms of this Agreement.
- 3.11 Payment is made by **direct debit** only.

## **4 DUTIES OF THE PROPRIETOR**

The Proprietor or its servants, agents or assigns shall:

- 4.1 ensure so far as is reasonably practical that where medical treatment is recommended by a medical practitioner and agreed by the Resident that such treatment is facilitated but for the avoidance of doubt the Proprietor shall not be responsible for payment for such treatment or provision of specialist equipment;
- 4.2 ensure that the Resident is provided with services provided for the occupation and recreation of all residents and it is acknowledged that in the case of such services which may also include and involve group activities that the additional Nursing Home Service Charge will apply as set out in Schedule 2;
- 4.3 ensure so far as is reasonably practical within the Provider's control that a pharmacist of the Resident's choice or who is acceptable to the Resident is available to the Resident;
- 4.4 ensure that the Resident is provided with privacy, insofar as is reasonably practical;
- 4.5 ensure so far as is reasonably practical that the Resident have access to information concerning current affairs, local matters and community resources and events, voluntary groups, radio, television and other media;
- 4.6 provide the Resident with arrangements to facilitate, insofar as is reasonably practical, the exercise of his civil, political and religious rights;
- 4.7 carefully consider any suggestion from the Resident or from his family or other relevant persons to maximise his comfort and care;
- 4.8 ensure that so far as is reasonably practical the Resident has access to telephone facilities which may be accessed privately and is free to communicate at all times, having regard to his and other residents' well-being, safety and health;
- 4.9 ensure that appropriate arrangements are made for the Resident to receive visitors;

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- 4.10 investigate any bona fide complaint made by or on behalf of the Resident and communicate the result of such investigation to the complainant in accordance with established complaints policies and procedures;
- 4.11 ensure that the Resident has access to a safe supply of fresh drinking water at all times and is provided with food and drink and quantities adequate for the Resident's needs;
- 4.12 ensure that any dietary restrictions applying to the Resident on medical or religious grounds shall be facilitated;
- 4.13 provide facilities for the storage of the Resident's personal property, jewellery and other belongings and monies and maintain a full written record of thereof;
- 4.14 ensure that all reasonable measures are taken to protect the Resident from all forms of abuse;
- 4.15 ensure in so far as is reasonably practical that the Resident has access to independent advocacy services; and
- 4.16 ensure that in all cases the dignity of the Resident shall be respected.

### **5 DURATION AND TERMINATION**

- 5.1 This Agreement shall commence on the Commencement Date and shall terminate in accordance with the provisions hereof.
- 5.2 Either Party may terminate this Agreement by notice in writing, not less than four weeks prior to the date upon which such termination becomes effective. Where the Resident terminates this Agreement without providing notice in accordance with this Clause, the Resident shall pay to the Proprietor the following fee in lieu of notice €2,500.

### **6 TERMINATION IN EXCEPTIONAL CIRCUMSTANCES**

- 6.1 The Proprietor shall have the right to terminate this Agreement with immediate effect in the event that:
  - (i) the Resident becomes disruptive and/or aggressive towards any other Resident of the Nursing Home and/or any member of staff of the Nursing Home; or
  - (ii) the Proprietor forms the opinion that the Resident's behaviour is a risk to the health and safety of any resident of the Nursing Home and/or any member of staff of the Nursing Home; or

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- (iii) any situation whatsoever arises whereby the Proprietor is incapable of operating the Nursing Home or is unable to provide the Services in the Nursing Home or is unable to provide Services to the Resident; or
- (iv) the Proprietor forms the opinion that the behaviour of any member of the Resident's family or a visitor to the Resident is disruptive or a risk to the health and safety of any resident of the Nursing Home and/or any member of staff of the Nursing Home.

The Resident acknowledges that the Proprietor shall have the right to exercise its right under this Clause at its sole discretion either with or without consultation with appropriate State authorities and/or the Resident's next of kin.

- 6.2 The Proprietor shall have the right to terminate this Agreement with immediate effect in the event that the Resident fails to pay all sums due and owing under this Agreement in accordance with Clause 7.1(f) and/or pursuant to a demand made by the Proprietor to the Resident in accordance with Clause 8.1.6 and/or Clause 8.1.7 of this Agreement.
- 6.3 The Parties agree that where the Proprietor terminates this Agreement pursuant to Clause 6.1, the Proprietor shall be entitled to discharge the Resident and it is hereby agreed by the Parties that this Agreement shall be deemed to be an agreement for the purposes of Regulations 25(4) of the Regulations. The Proprietor shall so far as is practical ensure that any discharge is carried out so that it is safe and planned by the Proprietor accordingly.

## **7 REQUIREMENTS FOR THE RESIDENT**

- 7.1 The Resident shall upon admission and during the duration of this Agreement comply with the following obligations. The Resident shall:
  - (a) present all medications to any person appointed by the Proprietor (including the director of nursing or person in charge of the Nursing Home) upon admission to the Nursing Home;
  - (b) take all reasonable steps to ensure that visitors and relatives do not bring into the Nursing Home medication or food for consumption or use by the Resident without the prior consent of the Proprietor;
  - (c) ensure that his clothing and belongings are clearly marked and/or labelled with the Resident's name or initials;
  - (d) comply with all reasonable requests and suggestions made by the Proprietor;
  - (e) ensure the punctual payment within 21 days of a demand by the Proprietor of all fees or sums due or owing to the Proprietor under this Agreement;



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- (f) advise in writing the Proprietor in advance within twelve weeks should the Residents funds necessary to pay the Proprietor punctually for all fees and sums become depleted;
- (g) appoint a local medical practitioner of his choice and duly notify the Proprietor thereof;
- (h) advise the Proprietor of their choice of pharmacist if the appointed Nursing Home pharmacist is not acceptable to the Resident;
- (i) nominate a next of kin upon arrival at the Nursing Home, which person shall be contacted by the Proprietor where considered necessary under this Agreement and as appropriate any changes to such nominee during the term of this Agreement shall be notified to the Proprietor in writing;
- (j) observe all rules laid down by the Proprietor for the orderly operation of the Nursing Home including any policies and arrangements with regard to smoking, use of electronic cigarettes and alcohol consumption by the Resident in the Nursing Home; and
- (k) notify the Proprietor promptly of the name of the Resident's appointed medical practitioner and pharmacist or any changes thereto;
- (l) ensure that the details required for the Admission Form in the form set out in Schedule 5 to this Agreement are duly completed and up to date.

7.2 The Resident may leave the Nursing Home either permanently or temporarily provided that:

- (i) the Resident gives such notice as may be prescribed by the Proprietor from time to time; and
- (ii) in the case of temporary absence, both the Resident and the Proprietor have reached a written understanding on the payment of fees under this Agreement.

For the avoidance of doubt, in the absence of such written understanding the fees agreed herein shall continue to be payable by the Resident to the Proprietor for the duration of the temporary absence.

## **8 POWERS OF THE PROPRIETOR**

8.1 The Resident agrees that the Proprietor at all times, in accordance with all applicable legislative and regulatory requirements, may:

- 8.1.1 discuss the condition of the Resident with any person nominated by the Resident or any representative acting for and on behalf of the Resident and

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medical practitioners including doctors or nurses associated with the care of the Resident or to any other person nominated by the Resident or at the discretion of the Proprietor;

- 8.1.2 restrict visits by all persons in times of illness or distress of the Resident or under the direction of the medical practitioner where such restriction is considered to be in the best interest of the Resident;
  - 8.1.3 after consultation and with the consent of the Resident assign any room in the Nursing Home to the Resident. However, it is acknowledged by the Resident that the Proprietor, servants and assigns may require the Resident to move rooms within the Nursing Home when considered necessary or appropriate by the Proprietor for the safety of the Resident or any other Resident of the Nursing Home;
  - 8.1.4 transfer the Resident to an alternative nursing home(s) and/or hospital(s) if in the opinion of a medical practitioner it is in the interest of the Resident to do so; and
  - 8.1.5 review and agree with the Resident fees chargeable under this Agreement where considered necessary or in the event that additional services are required by the Resident;
  - 8.1.6 if for whatever reason, the Resident is not entitled to, or ceases to receive financial support under the Act, demand payment directly from the Resident for all services provided to the Resident under this Agreement and the Resident agrees to discharge all such sums within four weeks of such demand by the Proprietor; and
  - 8.1.7 (where the Resident is a person who has not been approved to receive State Support in accordance with the Act) to demand payment directly from the Resident for all services provided to the Resident under this Agreement and the Resident agrees to discharge all such sums within four weeks of such demand by the Proprietor.
- 8.2 The Resident agrees, acknowledges and undertakes that if State Support is withdrawn for whatever reason in respect of the Resident (retrospectively or otherwise) or such person ceases to be entitled to State Support then the Resident shall immediately inform the Proprietor in writing and indemnify and keep indemnified the Proprietor against all costs, losses or liabilities arising from such withdrawal or cessation of State Support.
- 8.3 Any non-payment or late payment of fees under this Agreement when due shall be subject to interest and entitle the Proprietor to charge interest at the applicable interest rate set from time to time under the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

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## **9 SEVERANCE**

If any provision or clause of this Agreement is or becomes void or unenforceable in whole or in part for any reason whatever such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions or clauses or part thereof contained in this Agreement and such void or unenforceable provisions or clauses shall be deemed to be severable from any other provision or clause or part thereof herein contained.

## **10 FORCE MAJEURE**

The Resident agrees that the Proprietor shall not be responsible or liable for any loss, inconvenience, injury or damage suffered by the Resident or caused to his property as a result of a Force Majeure event.

## **11 INDEPENDENT LEGAL ADVICE**

The Resident acknowledges and confirms that he understands the terms of this Agreement, that it is a legally binding document and that:

- (i) he, or any person lawfully appointed to act on his behalf, has received independent legal advice on the duties and obligations arising under this Agreement [and the Guarantee]<sup>4</sup> prior to their execution; or
- (ii) notwithstanding that he has been given a reasonable opportunity to obtain independent legal advice, he, or any person lawfully appointed to act on his behalf, having full understanding of the nature and extent of the duties and obligations arising under this Agreement [and the Guarantee]<sup>5</sup>, has waived his/their right to receive such independent legal advice on the duties and obligations arising under this Agreement [and the Guarantee]<sup>6</sup> prior to execution.

## **12 VARIATION**

No variation or alteration to this Agreement shall apply unless such variation or alteration has been agreed in writing and signed by both Parties in accordance with the terms of this Agreement.

## **13 EXCLUSION**

- 13.1 The Resident agrees that the Proprietor, servants or agents shall not be liable for any personal injury howsoever caused to the Resident within the Nursing Home

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<sup>4</sup> Reference to Guarantee may be deleted if no guarantee is being entered into.

<sup>5</sup> Reference to Guarantee may be deleted if no guarantee is being entered into.

<sup>6</sup> Reference to Guarantee may be deleted if no guarantee is being entered into.

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where the Proprietor, servants or agents act in accordance with all applicable legislative and regulatory requirements.

- 13.2 The Proprietor shall not be responsible or liable for any injury or loss suffered by the Resident outside the Nursing Home, its gardens, grounds or confines where the Proprietor, servants or agents act in accordance with all applicable legislative and regulatory requirements.
- 13.3 The Proprietor shall not be responsible or liable for the theft by any person whomsoever or the loss of any property, belongings, aids, appliances or valuables of the Resident, or provided to the Resident for their use, which have not been given to the Proprietor by the Resident for safe keeping.
- 13.4 Nothing in this Agreement shall exclude liability for fraud nor liability for death or personal injury resulting from negligence.

### **14 CONSEQUENCES OF TERMINATION**

14.1 On termination or expiry of this Agreement:

(a) the Resident shall immediately pay to the Proprietor all of the Proprietor's outstanding unpaid invoices and, in respect of Services supplied but for which no invoice has been submitted, the Proprietor may submit an invoice, which shall be payable immediately on receipt;

(b) the following clauses shall continue in force: (clause 13 (Exclusion) clause 18 (Notices)), clause 20 (Governing law and jurisdiction)).

14.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

### **15 DATA PROTECTION**

The Resident acknowledges, consent and agrees that personal details of the Resident and his personal data will be processed by and on behalf of the Proprietor in connection with the Services provided by the Proprietor. The Resident consents to the entry and processing of information pertaining to him on the directory of residents the Proprietor is required to maintain pursuant to law and regulations. The Resident consents to the Proprietor sharing the medical information and records of the Resident to the extent held by the Proprietor with medical practitioners to the extent necessary and in the best interests of the Resident for the provision of medical care to the Resident in the Resident's best interests.

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## **16 WAIVER**

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **17 ASSIGNMENT AND OTHER DEALINGS**

17.1 This Agreement is personal to the Resident and the Resident shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

17.2 The Proprietor may at any time assign, mortgage, charge or deal in any other manner with any of all of its rights and obligations under this Agreement.

## **18 NOTICES**

18.1 A notice given to a Party under or in connection with this Agreement:

(a) shall be in writing and in English or accompanied by an accurate translation into English; and

(b) shall be sent to the Party by post or by courier at the address set out in this Agreement.

18.2 A Party may change its address for the purposes of this Agreement by giving notice in accordance with this Agreement.

18.3 A notice given under this Agreement is not valid if sent by e-mail.

## **19 COUNTERPARTS**

19.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

19.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by fax shall take effect as delivery of an executed counterpart of this Agreement. Without prejudice to the validity of the Agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

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19.3 No counterpart shall be effective until each Party has executed at least on counterpart.

### **20 GOVERNING LAW AND JURISDICTION**

This Agreement and any dispute hereunder (contractual or non-contractual) shall be governed by and construed in accordance with the laws of the Republic of Ireland and the parties hereto hereby submit to the exclusive jurisdiction of the courts of the Republic of Ireland in connection with this Agreement and any dispute hereunder (contractual or non-contractual).

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**IN WITNESS HEREOF** this Agreement has now been entered into the day and year first above written.

**SIGNED BY OR BEHALF OF  
THE PROPRIETOR  
Haven Bay Care Centre**

In the presence of:

\_\_\_\_\_  
**Proprietor**

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address of Witness

**SIGNED BY  
THE RESIDENT**

\_\_\_\_\_  
**Resident**

In the presence of:

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address of Witness

**OR**

**SIGNED BY [                    ]  
AS LAWFULLY APPOINTED  
ATTORNEY FOR THE RESIDENT**

\_\_\_\_\_  
**Attorney**

In the presence of:

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address of Witness

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## Schedule 1

### Part 1

#### The Services to be provided by the Proprietor to the Resident.

**Where the Resident is a person who has been approved to receive State Support in accordance with the Act:**

1. The Proprietor and the Resident agree that the Proprietor shall provide the following Services to the Resident for the fee specified in Part 2 of Schedule 1:

(a) Bed and board in a  single room

or

Bed and Board in a double room

- (b) Nursing and personal care appropriate to the level of care needs of the Resident;
- (c) Bedding;
- (d) Laundry Service; and
- (e) Basic aids and appliances necessary to assist the Resident with the activities of daily living.

### Part 2

Where the Resident is a person who has been approved to receive State Support in accordance with the Act, the fees payable by the Resident to the Proprietor for the Services specified in Part 1 of Schedule 1 to this Agreement shall, with effect from the date on which the Resident enters the Nursing Home or such other date (if any) specified by the Proprietor and agreed with the Resident, be the sum equal to the Nursing Home Support Scheme fee as may be agreed from time to time between the Proprietor and the National Treatment Purchase Fund as the agreed amount.

The Proprietor and the Resident hereby agree that where the National Treatment Purchase Fund and the Proprietor agree at any time to amend/vary in any way the Nursing Home Support Scheme fee, the Proprietor shall be entitled forthwith to amend Part 3 of Schedule 1 to this Schedule (without any requirement to serve notice under Clause 3.3 of this Agreement) to reflect:



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- (i) that the fee payable by the Resident to the Proprietor under Part 2 of this Schedule 1 shall be a sum equal to the amended/varied Nursing Home Support Scheme fee as may be agreed from time to time between the Proprietor and the National Treatment Purchase Fund as the agreed amount; and
- (ii) the date from which such revised fee shall be payable.

The fee payable under this Part 2 shall be set out in Part 3 to this Schedule 1.

### Part 3

The current **weekly fee** payable by the Resident to the Proprietor for the provision of Services specified in Part 1 of Schedule 1 with effect from \_\_\_\_\_ is

#### **€1,035 NTPF Fee**

which fee is equal to the Nursing Home Support Scheme fee currently agreed between the Proprietor and the National Treatment Purchase Fund.

This fee shall be subject to review and amendment in the case of respite care or where transitional funding arrangements are in place.

# Haven Bay Care Centre CONTRACT FOR CARE - 2018 (Resident)

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## Schedule 2

### Part 1

2. The Proprietor and the Resident agree that the Proprietor will provide the following Nursing Home Services to the Resident for the further additional remuneration as the Nursing Home Service Charge specified in Part 2 of Schedule 2:

(a) *Social Levy*; This includes activity staff, music, entertainment, reminiscence sessions, exercise classes, arts and crafts, bingo, bowling, crosswords, gardening , news of the day, outings, poetry, reading, reflections, sonas programme, sing a long, social afternoons, walks.

(b) *Any other service that may be agreed between the Parties.*

#### **Proprietor may add further services**

**\* The Parties to this Agreement understand that the Services referred to in Part 1 above will be provided to the Resident by the Proprietor and/or any third party service provider with whom the Proprietor has a contractual relationship in accordance with: (i) all applicable legislative and regulatory requirements; and (ii) the fee/cost paying arrangement set out in Part 2 of Schedule 2.**

### Part 2

Where the Resident is a person who has been approved to receive State Support in accordance with the Act, in addition to the fees payable by the Resident to the Proprietor under Part 2 of Schedule 1, the Parties agree that the Resident shall also pay to the Proprietor the following fee for those goods/services provided by the Proprietor to the Resident as more particularly specified in Part 1 of Schedule 2:

Social Levy:                   **€25 per week.**

# Haven Bay Care Centre CONTRACT FOR CARE - 2018 (Resident)

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## Schedule 3

### Part 1

The Proprietor and the Resident may also agree that the Proprietor shall provide any or all of the following additional **services\*** to the Resident for such further remuneration specified in Part 2 of Schedule 3:

- (a) *Hairdressing and similar services;*
- (b) *Physiotherapy;*
- (c) *Podiatry;*
- (d) *Transport (including care assistant costs);*
- (e) *Dry cleaning and Specialised Laundry Services;*
- (f) *Dental and Optical costs;*
- (g) *Phone call charges*
- (h) *Daily delivery of newspapers;*
- (i) *Specialist Equipment*
- (j) *Falls Prevention Equipment;*
- (k) *Banking administration fees; and*
- l) *Any other service that may be agreed between the Parties.*

**\* The Parties to this Agreement understand that the Services referred to in Part 1 above may be provided to the Resident by the Proprietor and/or any third party service provider with whom the Proprietor has a contractual relationship in accordance with: (i) all applicable legislative and regulatory requirements; and (ii) the fee/cost paying arrangement set out in Part 2 of Schedule 3.**

**Where the resident is a private patient of a medical practitioner, the supply of drugs and medication will also be private with the appropriate charges. Charges may also be made for items not included on the GMS or Hardship schemes.**

**In all cases where the Resident is a private patient of a medical practitioner, the supply of drugs and medication will also be private and the appropriate charge will be made.**

**Charges may also be made for items not included on the GMS or Hardship Schemes including for example specialist dressings.**

# Haven Bay Care Centre CONTRACT FOR CARE - 2018 (Resident)

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## Part 2

Where the Resident is a person who has been approved to receive State Support in accordance with the Act, in addition to the fees payable by the Resident to the Proprietor under Part 2 of Schedule 1 and Part 2 of Schedule 2, the Parties agree that the Resident shall also pay to the Proprietor the following fees for those goods/services provided by the Proprietor to the Resident as more particularly specified in Part 1 of Schedule 3:

### **Hairdressing & Similar Services**

#### **Ladies**

Shampoo & Set (or blowdry)	€17.00
Shampoo & cut	€29.00
Perm/ Bodywave	€60.00

#### **Gents**

Wash & Cut	€15.00
Dry Cut	€10.00
Other prices available from hair salon	

### **Physiotherapy Services**

New assessment	€60.00
General Rehab (45 minutes)	€40.00

### **Podiatry Services**

€30.00

### **Transport & Escort services**

Taxi Trip to Kinsale town each way	€7.00
Taxi Trip to city	€40.00-€50.00
Escort service provided when possible (Additional cost may be incurred for Sunday)	€15.00 per hour

### **Dry cleaning and Specialised Laundry Services**

Laundry Tags per tag	33 cent each
Dry cleaning costs as per the supplier of service	

### **Dental & Optical services – as per supplier invoice**

#### **Falls Prevention Equipment:**

Laser Beam (Fall prevention tool)	€150.00
Chair / Falls Box (short term warranty)	€120.00
Hip Protectors (pack of 3)	€80.00

**Newspapers** as per supplier rates

**Phone calls** made from room charged at provider rates

**Banking admin fee** – returned cheques and unpaid direct debits €20.00

**Non GMS covered items** are charged at pharmacy rate eg.

Dressings, vitamins and toiletries

**Prescription levy** charged as per pharmacy

**Other services** available on request eg. Counsellor, beautician etc.

Any changes in fees will be notified to you.

# Haven Bay Care Centre CONTRACT FOR CARE - 2018 (Resident)

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## Schedule 4

### Part 1

**Where the Resident is a person other than a person who has been approved to receive State Support in accordance with the Act:**

1. The Proprietor and Resident may agree that the Proprietor shall provide any or all of the following services:
  - a) Bed and board in a single room   
or  
Bed and Board in a double room
  - (b) Nursing and personal care (which does not include specialist equipment) appropriate to the level of care needs of the Resident;
  - (c) Bedding;
  - (d) Laundry Service;
  - (e) Basic aids and appliances necessary to assist the Resident with the activities of daily living;
  - (f) Additional Therapies and Services attracting extra charges as set out in Part 2 on next page with costs listed

**\* The Parties to this Agreement understand that the Services referred to in Paragraph (a) to (e) inclusive and those set out in may be provided to the Resident by the Proprietor and/or any third party service provider with whom the Proprietor has a contractual relationship in accordance with:**

- (i) all applicable legislative and regulatory requirements; and
- (ii) the fee/cost paying arrangement set out in Part 2 of Schedule 4.

**In all cases where the Resident is a private patient of a medical practitioner, the supply of drugs and medication will also be private and the appropriate charge will be made.**

### Part 2

Where the Resident is a person other than a person who has been approved to receive State Support in accordance with the Act, the fees payable by the Resident for the Services specified in Part 1 of Schedule 4 are as follows:

**Weekly fee: €1,350.00**

Additional service costs: please see next page

## Additional services and costs

Any changes will be notified to you.

**Social Levy** €25.00 per week

### Hairdressing & Similar Services

#### Ladies

Shampoo & Set (or blowdry) €17.00

Shampoo & cut €29.00

Perm/ Bodywave €60.00

#### Gents

Wash & Cut €15.00

Dry Cut €10.00

Other prices available from hair salon

### Physiotherapy Services

New assessment €60.00

General Rehab (45 minutes) €40.00

### Podiatry Services

€30.00

### Transport & Escort services

Taxi Trip to Kinsale town each way €7.00

Taxi Trip to city €40.00-€50.00

Escort service provided when possible €15.00 per hour

(Additional cost may be incurred for Sunday)

### Dry cleaning and Specialised Laundry Services

Laundry Tags per tag 33 cent each

Dry cleaning costs as per the supplier of service

### Dental & Optical services – as per supplier invoice

#### Falls Prevention Equipment:

Laser Beam (Fall prevention tool) €150.00

Chair / Falls Box (short term warranty) €120.00

Hip Protectors (pack of 3) €80.00

**Newspapers** as per supplier rates

**Phone calls** made from room charged at provider rates

**Banking admin fee** – returned cheques and unpaid direct debits €20.00

**Non GMS covered items** are charged at pharmacy rate eg.

Dressings, vitamins and toiletries

**Prescription levy** charged as per pharmacy

**Other services** available on request eg. Counsellor, beautician etc.

Any changes in fees will be notified to you.

# Haven Bay Care Centre CONTRACT FOR CARE - 2018 (Resident)

**Schedule 5  
ADMISSION FORM  
(PURSUANT TO THE CONTRACT FOR CARE)**

Personal details	
Name	
Preferred name	
Date of birth	
Address	
Telephone	
Marital status	
Religion	
Any allergies/sensitivities	
GP	
GP Telephone number	
Solicitor's name & address	
Do you have an Enduring /Power of Attorney in place	
Is there a Ward of Court in place?	
Medications	
PPS	
Medical card no	
Do you have private health insurance?	
Next of Kin	
1 <sup>st</sup> Contact Name	
Telephone	
Address	
Email address	
2 <sup>nd</sup> Contact	
Telephone	
Address	
3 <sup>rd</sup> Contact Name	
Telephone	
Address	
Who is responsible for finances? We operate a paperless billing system	
Email address of person responsible for finances	

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# Haven Bay Care Centre CONTRACT FOR CARE - 2018 (Resident)

## SEPA DIRECT DEBIT MANDATE

*Unique Mandate Reference (UMR) – to be completed by (HAVEN BAY CARE CENTRE)*

By signing this mandate form, you authorise (A) HAVEN BAY CARE CENTRE to send instructions to your bank to debit your Account and (B) your bank to debit your account in accordance with the instructions from HAVEN BAY CARE CENTRE. As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited.

**Please complete all the fields marked \*.**

Debtor Name	*	
Debtor Address	*	
City	*	
Post Code	*	
Country	*	
Debtor account number – IBAN	*	
Debtor bank identifier code – BIC	*	
Creditor's name		H   A   V   E   N       B   A   Y       C   A   R   E       C   E   N   T   R   E
Creditor identifier		I   E   1   8   S   D   D   3   0   5   7   4   3
Creditor address		B   A   L   L   I   N   A   C   U   B   B   Y       K   I   N   S   A   L   E
City		C   O           C   O   R   K
Post Code		0   0   0   0
Country		I   R   E   L   A   N   D
Type of payment	*	Recurrent payment <input type="checkbox"/> or One-off payment <input type="checkbox"/>
Date of signature	*	
		<b>Signature(s)</b>
Please sign here	*	

Note: Your rights regarding the above mandate are explained in a statement that you can obtain from your bank. Please send this mandate to HAVEN BAY CARE CENTRE

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# Haven Bay Care Centre CONTRACT FOR CARE - 2018 (Resident)

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## Consent for photographs

Name: _____ _____
Date of Birth: _____

I consent to have my photograph taken for the purposes of identification in my:

- Medical reasons (e.g. if I have a wound)
- For in house use e.g. on door, photo displays
- For external use e.g. social media including website/facebook, newspapers
- I Consent to have my photograph emailed to my Next of Kin

Email Address: \_\_\_\_\_

IT IS MANDATORY THAT WE HAVE A RECENT PHOTOGRAPH OF YOU TO COMPLETE OUR PRESCRIPTION SHEET AND MISSING PERSONS PROFILE.

Resident (print) \_\_\_\_\_ Resident signature: \_\_\_\_\_

I consent to have my name on my room door:

Resident (print) \_\_\_\_\_ Resident signature: \_\_\_\_\_

# Haven Bay Care Centre CONTRACT FOR CARE - 2018 (Resident)



## **Schedule 4** **Frequency of Services**

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

I /My relative would like to avail of the following services and at frequency indicated:

**Hairdressing**

Please tick frequency required

Weekly   
Fortnightly   
Monthly   
Never

Please tick services preferred

Wash & Set   
Cut when required   
Perm when required   
Colour when required

**Podiatry**

(This service will be as required)

**Physiotherapy**

(This service will be as required and will be in discussion with Physiotherapist)

**Newspapers**

Daily  Please indicate paper \_\_\_\_\_  
Saturday  Please indicate paper \_\_\_\_\_  
Sunday  Please indicate paper \_\_\_\_\_

**Laundry Tags**

(Please note that we cannot be responsible for private labelling)

Resident (print) \_\_\_\_\_

Resident signature: \_\_\_\_\_

or

Resident representative signature \_\_\_\_\_

Date \_\_\_\_\_

# Haven Bay Care Centre CONTRACT FOR CARE - 2018 (Resident)



## **Pharmacy Agreement**

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Haven Bay Care Centre has a service agreement with **College Road Pharmacy**. As part of this agreement, the Pharmacist is required to safely supply, deliver and review your medication. There is no fee for this service. If you are happy for this pharmacy to serve you, please sign below:

Resident (print) \_\_\_\_\_ Resident signature: \_\_\_\_\_

Or agreed in consultation with Resident's Representative:

Representative signature \_\_\_\_\_ Date \_\_\_\_\_

\*Please note, this does not refer to the government levy whereby there is a fee for each item dispensed on a medical card. This is charged as a prescription levy

# Haven Bay Care Centre CONTRACT FOR CARE - 2018 (Resident)



## Flu Vaccine Consent 2017

Name: \_\_\_\_\_

\_\_\_\_\_

Date of Birth: \_\_\_\_\_

Name Of Resident : \_\_\_\_\_

### **If you would like to receive the FluVaccine:**

I would like to receive the flu vaccine annually.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Date last known flu vaccination: \_\_\_\_\_

Or agreed in consultation with Resident's Representative:

Representative signature \_\_\_\_\_ Date \_\_\_\_\_

### **If you would not like to receive the FluVaccine:**

No thanks, I would **NOT** like to receive the flu vaccine annually.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Or agreed in consultation with Resident's Representative:

Representative signature \_\_\_\_\_ Date \_\_\_\_\_

Date last known flu vaccination: \_\_\_\_\_

# Haven Bay Care Centre CONTRACT FOR CARE - 2018 (Resident)

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## Pneumonia Vaccine Consent 2017

Name: _____
_____
Date of Birth: _____

Name of Resident: \_\_\_\_\_

Date of last pneumonia vaccination: \_\_\_\_\_

**If you **would** like to receive the pneumonia vaccine:**

I would like to receive the pneumonia vaccine.

Signed \_\_\_\_\_

Signed Representative \_\_\_\_\_

Date \_\_\_\_\_

**If you **would not** like to receive the pneumonia vaccine:**

No thanks, I would **NOT** like to receive the pneumonia vaccine.

Signed \_\_\_\_\_

Date \_\_\_\_\_

It is recommended that the pneumonia vaccine be given every 5 years. Please indicate the year you last received the pneumonia vaccine (if ever): \_\_\_\_\_

# Haven Bay Care Centre CONTRACT FOR CARE - 2018 (Resident)

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**Post:**

Post is be given directly to Resident

or

Alternatively leave at reception for collection by:

\_\_\_\_\_



**Signed:** ..... **Date:** .....



# Haven Bay Care Centre CONTRACT FOR CARE - 2018 (Resident)

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**Office use only:**

Paragraphs relating to Guarantee: 1.1 , 3.7, 11(i) and 11(ii)

Paragraphs relating to room occupancy: Schedule 1 (NTPF approved), Schedule 4 (private)

NTPF Approved: Schedule 1, parts 1, 2 & 3. Schedule 2 parts 1 & 2 (insert NTPF agreed fee)

Private: Schedule