

## Care Placement Agreement



This Agreement sets out the terms and conditions which apply to the admission of the person named below residing at Towerview Care. The Agreement between you and us consists of this Care Placement Agreement and the terms and conditions set out in the attached Booklet "Terms and Conditions", dated April 19 ("The Booklet").

1. Resident full name:   
Mr/Mrs/Miss/Ms/Dr/Rev/Other:   
Date of Birth:   
National Insurance No:   
NHS number:

2. The Company: Towerview Care  
Company Registration Number: 10686030

3. Care Home Name:

4. Date of Admission or Commencement of Agreement:

5. Room No.  Room Type:

6. Type of care:  
Mental Health Nursing  Complex Nursing  Dementia  Dementia Nursing

7. Assessed Care level  
Standard  Medium  High

8. Duration of Stay:  
Long Stay (*More than 28 nights*)   
Short Stay (*complete details*)  No of Nights:  Date of Departure

9. Towerview Care Full Weekly Fee £

State Contribution(s)	£	<input type="text"/>
Contribution Named person	£	<input type="text"/>
Third Party Contribution	£	<input type="text"/>
Total Agreed weekly fee	£	<input type="text"/>

(See separate agreement(s) for any Local Authority Funding or Third Party contributions)

10. Method of payment:  
Standing Order  Cheque (Short Stay only)

Payment terms: 4-weekly in advance

11. Personal Data – Confidentiality and Disclosure

We take our obligations and responsibilities under the Data Protection Act very seriously and ensure that we comply with the terms of the Data Protection Act 2018. We confirm that we have appropriate technical and organisational measures in place to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to personal and sensitive personal data, and we shall only deal with your personal data and where applicable your sensitive personal data for the purposes of fulfilling our obligations set out in this Agreement and the fulfilment of the Services. Please record here the individual(s) to whom you wish us to disclose your personal data if they request it in order to assist your best interests, now or in the future. This could be 'all family members' or named individual(s) who are family, or friend / advocate.

[ ]

[ ]

You may request a copy of any information that we hold about you by completing the subject access request form which is available from the Care Home.

For full details of our data protection policy please visit our website at [www.towerviewcare.com](http://www.towerviewcare.com) and click on the Data Protection Policy link or alternatively you may request a copy from the Care Home.

12. You certify that all information provided within the Application Form and within this Agreement is true, accurate and up to date. You confirm that you have received a copy of the Booklet which forms part of this Agreement and agree to the terms and conditions and those contained in the Booklet. You undertake to pay such sums properly due to the Company on the due date and to comply with your obligations in the terms and conditions. Where you are not the Resident you will use your reasonable endeavours to ensure that the Resident complies with his/her obligations in the Terms and Conditions.
13. Agreements in relation to funding

This Agreement will be subject to any additional written agreements entered into between you and us in relation to funding of our fees including, without limitation, any deferred charge agreement.

Executed as a deed by the:

14. Payer

Signature:

[ ]

Resident / Power of Attorney\* / Deputy\* / Other Responsible Person (*Please delete as appropriate*)  
(\* a copy of the Power of Attorney or Court Order MUST be provided)

N.B. If signed by an 'Other Responsible Person' we require a separate Guarantee (see Section 15 below)

Full name and address:

\_\_\_\_\_  
\_\_\_\_\_

Postcode:

\_\_\_\_\_

Tel No:

\_\_\_\_\_

Full name and address of witness:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Post Code:

15. Guarantee (Only required if Section 14 is signed by 'Other Responsible Person'.)

I, the undersigned, agree as follows:

- a. I guarantee the full and punctual payment by the Resident of all fees due in connection with this Agreement and I understand that I am fully liable for the payment of those fees as though I were the principal debtor
- b. This guarantee will remain in place even after the Agreement has terminated or expired and shall only be discharged when all fees owed to the Company have been paid in full
- c. The Company won't be obliged to claim against the Resident or any other person before claiming under this guarantee;
- d. I agree that I will not be entitled to exercise any of the rights of the Resident under this Agreement
- e. The Company may charge interest on any amount due under this guarantee at a rate of 5% above the Bank of England's base rate such interest accruing from the due date until the date of payment whether or not judgement is given.
- f. The Company may assign the benefit of this guarantee by notice in writing.

16. Executed as a deed by the Other Responsible Person:

\_\_\_\_\_

Full name and address:

\_\_\_\_\_  
\_\_\_\_\_

Tel No:

\_\_\_\_\_

Witness Signature:

Full name and address of Witness:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Executed as a deed by the Company:

Signatory:

(For the Company, duly authorised):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Full name: \_\_\_\_\_

Position: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Full name and address of  
Witness: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Agreement: \_\_\_\_\_