



## **RESIDENTIAL CARE AGREEMENT**

## Residential Care Agreement – Schedule of Services



We understand that choosing a Care Home is a very important and significant decision and the acceptance of a person to stay in a Care Home involves a special relationship with intimate care. We value the personal quality of this relationship and will do our utmost to nurse and care for you. In order to make sure that you understand our obligations to you in the provision of our Services and your obligations to us, we have set them out in this Agreement. These terms are intended to protect both you and us from any misunderstandings and are for our mutual benefit.

This Agreement sets out the terms and conditions which apply to the admission of the Resident named below as a Resident of the Care Home named below. The Agreement between you and us is set out in this Residential Care Agreement and contains all the terms and conditions that apply to the agreement between us.

Any arrangements for Local Authority Funding or Third Party contributions will be set out in a separate agreement with the Local Authority or Third Party as appropriate

1. Resident's full name: \_\_\_\_\_  
Mr/Mrs/Miss/Ms/Dr/Rev/Other: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
National Insurance No: \_\_\_\_\_  
NHS number: \_\_\_\_\_
2. The Company: Methodist Homes ("MHA")  
Company Registration Number: 04043124 ; Registered Charity Number: 1083995
3. Care Home Name: \_\_\_\_\_
4. Date of Admission or Commencement of Agreement: \_\_\_\_\_
5. Room No. \_\_\_\_\_ Room Type: \_\_\_\_\_
6. Type of care:  
General Residential ☐ General 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. MHA Full Weekly Fee £ \_\_\_\_\_  

State Contribution(s)	£	_____
Resident Contribution	£	_____
Third Party Contribution	£	_____
Total weekly fee	£	_____

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

10. Method of payment:

Direct Debit

☐

BACS

☐

Payment terms: 4-Weekly in advance

11. I certify that all information provided within the Application Form and within this Agreement is true, accurate and up to date. I confirm that I have been provided with a copy of this Agreement and agree to the terms and conditions contained in this Agreement. I undertake to pay such sums properly due to MHA on the due date and to comply with my obligations in the terms and conditions. Where I am not the Resident I will use my reasonable endeavours to ensure that the Resident complies with their obligations in the terms and conditions.

12. 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. Where a separate Funding Agreement has been entered into between us it is attached as Appendix 2

13. Agreed by the Resident

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 14 below)

Full name and address:

Post Code:

Tel No

Witness Signature:

Full name and address of witness:

Post Code:

14. Guarantee (Only required if Section 13 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 MHA have been paid in full.
- c. I agree that I will not be entitled to exercise any of the rights of the Resident under this Agreement.
- d. MHA 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.
- e. MHA will give you not less than 28 days' notice in writing of their intention to make a claim under this guarantee.

- f. MHA will only make a claim under this guarantee if it has failed to obtain payment from the Resident or any Third Party contributions.

Signature

Full name and address:

Post Code:

Tel No

Witness Signature:

Full name and address of witness:

Post Code:

15. Agreed by the Company:

Signatory

(for the Company, duly  
authorised)

Full Name

Position

Date of Agreement

# Residential Care Agreement -Terms and Conditions

## I. IMPORTANT INFORMATION

This Agreement and the terms set out within it are very important and form the basis of our Agreement with you. This Agreement and any of the following Funding Agreements (if applicable):

- Agreement for Resident Contribution Towards Accommodation Cost (CHC)
- Deferred Charge Agreement – Property Sale
- Deferred Charge Agreement – Not Property

are legally binding and you should read them carefully.

We suggest that you seek independent legal advice regarding these terms as it is important that you have read and understood these Terms and Conditions and the terms of any Funding Agreement prior to entering into these Agreements.

You may also have a contract with the Local Authority, setting out the services you can expect us to provide. If any terms of that contract conflict with any term of this Agreement, the terms of your agreement with the Local Authority will apply.

## 2. DEFINED TERMS

The terms and conditions contained in this Agreement apply to all our Residents. In this Agreement the following words and expressions have the following meanings:

Accommodation	the room number and room type allocated to the Resident and set out in paragraph 5 of the Schedule of Services
Assessed Care Level	the level of care to be provided to the Resident as indicated in paragraph 7 of the Schedule of Services
Care Home Services	the MHA care home named in paragraph 3 of the Schedule of where the Resident will receive the Services
Care Plan	the individual care plan agreed with you following the initial assessment of your needs and reviewed every six months
Complaints Procedure	MHA's published procedure for handling any complaints from Residents or their family and friends
Cooling Off Period	the period of 7 days following your signature of this Agreement
Data Protection	all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

Duration of Stay	the length of time you will be receiving the Services as indicated in paragraph 8 of the Schedule of Services
Full Weekly Fee	the total amount payable by the Resident to MHA for the provision of the Services
Funding Agreement	any additional agreement entered into by the Resident and MHA in relation to funding the Resident's contribution to the Full Weekly Fee and which is attached at Appendix 2
Guarantee	the guarantee given in respect of the payment of the Full Weekly Fee set out at paragraph 14 of the Schedule of Services
Manager	the person responsible for the overall running of the Home and the Registered Manager under the Care Act 2014 in England and Wales and the Regulation of Care Act 2001 in Scotland.
Notice of Right to Cancel	the form of notice attached to this Agreement as Appendix I (page 15)
Personal Data	personal data of the Resident as defined by the General Data Protection Regulation or replacement legislation or regulations
Services	<p>the services to be provided to the Resident which are included in the weekly fee:</p> <ul style="list-style-type: none"> <li>• Accommodation</li> <li>• All meals and refreshments</li> <li>• Personal care in accordance with the individual Care Plan</li> <li>• Cleaning of rooms, personal laundry (excluding dry cleaning), bed linen and towels</li> <li>• Heating and lighting</li> <li>• Television licence, including personal use</li> <li>• Wi-Fi</li> <li>• Insurance of personal items (subject to the insurance limit set out below)</li> </ul>
Trial Period	the period of 8 weeks commencing on the date the Resident moves into the care home
Type of Care	the type of care to be provided to the Resident as indicated in paragraph 6 of the Schedule of Services

### 3. Trial Period

When you move into the Care Home there will be a trial period of 8 weeks in order to ensure that the Services we provide (as described in the paragraph below) are appropriate to meet your needs. The Trial Period commences on the date you move in to the Care Home.

During the Trial Period you can end this Agreement for any reason by giving us at least seven days' notice in writing and you may use the document headed "Cancellation Notice" which is contained in the Notice of the Right to Cancel at Appendix I for this purpose.

If you leave the Care Home before the end of the notice period and we are able to re-allocate your room before the notice period expires we will refund any payment you have made for the period following re-allocation.

We can also end this Agreement at any time during the trial period by giving you at least seven days' notice in writing if it becomes clear that we cannot provide you with the level of care that you require. Any fees that you have paid for any period beyond the expiry of the notice period (or your date of departure if later) will be refunded to you.

### **3.1 Cooling Off Period**

You also have a "cooling off" period of seven days from the date you sign this Agreement. You can end this Agreement at any time and for any reason during the period of seven days starting with the date you sign it by giving us notice in writing or using the Cancellation Notice contained in the Notice of the Right to Cancel at Appendix I.

## **4. Services to be provided**

You will receive the Services and personal care according to your Care Plan.

Your Care Plan will be prepared in consultation with you and where appropriate, your family, other representatives and medical professionals. We will also consult with the staff at the Care Home and the Local Authority (if relevant). We will review the Care Plan regularly.

We will undertake the cleaning of rooms, personal laundry, bed linen and towels.

We will provide all meals (breakfast, lunch and dinner) and refreshments and ensure that you are able to express a choice over the food that is prepared for you. If you have any special dietary, cultural and religious needs please let us know so they can be included in your Care Plan.

We provide Chaplaincy services to all of our residents (this service is provided free of charge and the cost does not form part of the weekly fee). We may also provide music therapy to residents living with dementia following an assessment (this service is provided free of charge and the cost does not form part of the weekly fee).

### **4.1 Additional Services**

We may be able to assist you in accessing the following services. These services are not included in the weekly fee and any charges for these services will be notified to you in advance of you using the service:

- Hairdresser
- Chiropody, Dentistry, Opticians, Physiotherapy
- Escort to GP, hospital or other healthcare appointments
- Purchase of personal items such as toiletries, newspapers, magazines and confectionary
- Dry cleaning
- Installation of private telephone line, internet or cable TV connection

### **4.2 Your Responsibilities**

It is important that you tell us all relevant details (including your likes, dislikes, lifestyle preferences, physical and other abilities) to be included in the Care Plan.

Any items of a personal nature such as clothing and toiletries are to be provided by you. We may be able to assist you in purchasing or accessing such items.

#### **4.3 Changing the services you receive**

We will review the Care Plan fully every six months. Additional reviews may take place when circumstances change or when we consider it appropriate or desirable. If, following a review, any changes are made to the Care Plan you will receive written details of the changes in the form of an amended Care Plan.

If, following a review it is determined that you require a different Type of Care which will result in an increase in the weekly fee you pay we will give you written notice of the Type of Care that is now required and the new weekly fee. We will start to provide the new Type of Care immediately but the new weekly fee will not take effect until 28 days after we have given you written notice.

If you want to end this agreement following receipt of a notice of a change to the Type of Care you receive and you serve notice to terminate this agreement (in accordance with paragraph 13 below) within 28 days of receiving the notice of change to the Type of Care the new weekly fee will not be charged during your period of notice.

From time to time we may be required to review the services we provide or the manner in which they are provided in order to give effect to new health and safety laws or other regulations. We also regularly review our services in order to give effect to improvements that will benefit all our residents. If any such changes are likely to affect you and your care we will give you not less than 28 days written notice before any such change is implemented.

If you want to end this agreement following receipt of a notice of a change to our services and you serve notice to terminate this agreement (in accordance with paragraph 13 below) within 28 days of receiving the notice the change will not apply to your care during your notice period.

#### **4.4 Our Responsibility**

We will provide the Services to you at the Care Home.

We will provide the Services with all reasonable skill and care and in accordance with all relevant laws and regulations in force from time to time

The standards that you can expect from us in respect of these services are set out in the Key Facts document, which you were provided with at the time of your initial enquiry and which are also set out in the Welcome Pack which we will give you when you move in to the Care Home.

#### **5. Accommodation**

We will provide you with a room at the Care Home for your exclusive use. In addition you are entitled to share in the designated shared rooms, bathrooms, toilets and the grounds of the Care Home for the purposes of this Agreement. Nothing in this Agreement is intended by either you or us to create a relationship of landlord and tenant.

For practical reasons we may need you to move to a different room and we will always endeavour to meet your needs in this, however, we do reserve the right to move you to another room in the Care Home if we consider this is necessary. We will always consult with you and take your views into consideration as far as possible and we will always act reasonably in making the decision to move you to another room.



### **Dual Occupancy**

If you occupy a room in the Care Home with your spouse or another named person and that other person leaves the Care Home, you may be required to move to a room suitable for single occupation.

### **Furniture in your Room**

If you wish, you may bring your own furniture and belongings into the Care Home. It is important that any items you bring into the Care Home meet the relevant British Safety Standards. We will advise you on what you can and cannot bring into the Care Home and will carry out an assessment to help decide this if either we or you consider this is reasonably necessary.

If you are unable or do not want to provide your own furniture we will do so. We may also provide furniture if your care needs change and it is necessary to use specialist furniture for your own safety and/or the safety of our staff.

### **Electrical Devices**

You must tell us about any electrical appliance you bring into the Care Home. All electrical appliances must be safe to use and will be tested by us in accordance with the appropriate regulations.

### **Telephone/Wi-Fi Connection**

You may arrange for the connection and supply of a telephone and/or data line in your room at your own expense and subject to our prior approval. If you use a computer supplied by us within the Care Home then you agree to comply with the Methodist Homes' IT Policy and Procedures which will be made available to you on request.

## **6. Fees**

### **Your Responsibility**

The Weekly Fees are set out in paragraph 9 of the Schedule of Services.

In addition, wherever Fees or other sums are payable under this Agreement the following applies:

- a. fees due under this Agreement are payable by you and your signature of this Agreement confirms your responsibility and confirmation of your liability for payment of the Fees.
- b. where you are unable to provide a valid confirmation, for whatever reason, we may require that the Residential Care Agreement is signed by a Guarantor, confirming that they will be liable for, and pay, your fees and any other additional costs.
- c. you will pay us the Fees in accordance with the payment arrangements set out in paragraph 10 of the Schedule of Services.

### **6.1 Late Payment**

We may charge interest on our Fees if we do not receive the correct amount within 30 days of the date they are due. We will charge interest at 5% above the base rate of the Bank of England. The interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue Fees, whether before or after judgement. You must pay us interest together with the overdue Fees.

## 6.2 Third Party Payment

If you receive funding from the Local Authority and a third party has agreed to pay a separate Third Party contribution to us, because the Local Authority funding does not cover all of our fees, we may require the Third Party to enter into a separate agreement with us.

If you require nursing care you may be eligible for a contribution towards your fees from the National Health Service (NHS). If you receive Local Authority funding, the Local Authority should let you know if this is the case. If you do not receive funding from the Local Authority, the manager of the Care Home will be able to help you find out if such funding is available.

## 6.3 Continuing Health Care

In certain circumstances, where the NHS is providing Continuing Health Care within the Care Home, there may be a requirement for an additional contribution from either you or a Third Party to contribute to the fees for enhanced levels of accommodation. This will be detailed in the Schedule of Services.

Where there is a proposal that your funding status will alter through the provision of NHS Continuing Healthcare or Local Authority Funding, the Manager of the Care Home must be informed of any proposals by you or your Guarantor. For the avoidance of doubt, notwithstanding any contribution paid under the NHS Continuing Healthcare/Local Authority funding provisions, the Full Weekly Fee, as set out in the Schedule of Services, will continue to be due and payable unless we confirm otherwise in writing.

## 6.4 Our Right to Review Fees

The Full Weekly Fee will be reviewed annually by us in April each year on the following basis:

- a. 65% of the Full Weekly Fee which is attributable to staff costs will be increased by the percentage increase in the National Living Wage rate compared to the previous year.
- b. The remaining 35% of the Full Weekly Fee will be increased by the percentage increase in the Retail Prices Index including housing costs (RPIH) over the previous year.

For example, where your Fee is £1,000 per week and the National Minimum Wage has increased by 5% and Retail Price Index plus Housing (RPIH) has increased by 10%, your new Fee will be £1,067.50 week.

How we calculate the increase:

Staff Costs 65% - 65% of £1,000 = £650  
 $£650 \times 1.05 = £682.50$

Non-staff costs 35% - 35% of £1,000 = £350  
 $£350 \times 1.10 = £385$

New Total  $£682.50 + £385 = £1,067.50$

We will consult with you and your representative before implementing a change in your fees and will give you at least 28 days' notice in writing of the amount of any increase. The increase will take effect on the date set out in the notice unless, before that date, you give us 28 days' notice to end this Agreement.

We may also review our Fees at any other time if:

- a change in law comes into force which impacts on our provision of the Services and which comes into force after the Start Date and which results in a significant increase in our costs of providing the Services.
- your care needs (as set out in the Care Plan) change and we make a change to the services you receive in accordance with paragraph 4.3 above; or
- you request to change the type of room you occupy.

We will give you at least 28 days' notice before the revised Fees are payable except where the type of room occupied changes. In this case the change to the Fees is applicable from the date you move in to the new room.

## **7. Absences from the Care Home**

If you are temporarily absent from the Care Home because, for example, you are in hospital or on a pre-arranged holiday, your room will be reserved for you and the Total Agreed Weekly Fee remains payable. If you are fully self-funded, the fees are payable in full for the first 14 nights of absence and thereafter there will be a reduction of 20% in the Full Weekly Fee for the remainder of your absence from the Care Home. Each period of absence is treated individually and they are not cumulative.

If you are absent from the Care Home for a continuous period of 6 weeks we will consult with you and your nominated representative to seek agreement regarding the further retention of your room.

If you receive funding from the Local Authority or NHS, the terms of your agreement with them may be different and will apply.

## **8. Special Terms for Short Stay Residents**

If you are staying with us on a Short Stay basis then the following will apply:

- There will be no Trial Period.
- The Fees are set out in paragraph 9 of the Schedule of Services and are due to be paid at the commencement of the Short Stay. Any outstanding fees must be paid at the latest on the day of departure from the Care Home
- There will be no notice period.
- If a Short Stay is extended beyond three continuous months, your stay at the Care Home will automatically be re-classified as a permanent stay and the appropriate clauses of this Agreement will come into effect. Your initial arrival date will be the Start Date of the permanent Agreement.

## **9. Behaviour**

Our values of respect for every person and nurturing the mind, body and spirit are very important to us and for the wellbeing of everyone at the Care Home, residents, staff and visitors, we expect an acceptable level of behaviour including showing consideration and respect towards all residents, visitors and staff. A number of our residents may be living with dementia and we expect you and your visitors to take this into account when assessing other people's behaviour. If you behave inappropriately we may end this Agreement by giving you notice in accordance with paragraph 13 of this Agreement. Inappropriate behaviour includes different types of discrimination (for example racial or sexual) as well as violence, harassment or abuse.

We also expect your visitors to behave considerately and respectfully to you, the other residents, visitors and staff in the Home. If your visitors behave inappropriately, we will

do everything we can to support you but we may deny your visitor access in the future. Denial of access will only take place after a risk assessment and consultation with you and your visitor has been carried out. Any denial of access will be kept under regular review and removed as soon as practically possible.

#### **10. Personal finances**

If you ask us to, we will ensure that any cash or small valuables are kept safe. We will comply with the relevant legislation when doing this and keep proper records of everything that we look after for you.

If you are unable to manage your personal finances, you should arrange for someone else such as a family member, solicitor or other representative to do this for you.

#### **11. Personal Belongings**

You or your relatives will be responsible for maintaining a list of your personal belongings and for keeping this record up to date. Staff will, on request, check and countersign the list of belongings when you move in and at times when additional items are brought into the Care Home and when items are condemned or removed. Responsibility for maintaining a register of clothing and belongings will not be undertaken by staff in the Care Home however staff will assist in this process. In order to assist, we recommend that all garments are labelled.

#### **12. Insurance**

We will arrange for some insurance cover for your personal belongings (including your personal money) against the risks of fire and theft at the Care Home. We insure against accidental damage to your belongings but your personal money is only covered if it has been stolen as a result of forcible entry or exit from the Care Home or your room.

The insurance cover is limited to a total of £2,500 for personal effects and £100 for cash. A £50 excess payment applies for each claim made. Further details are available from the Manager of the Care Home.

We are not responsible for any loss or damage of any other kind, or for a higher value than that insured, unless it is the fault of MHA or our staff. If you require any additional insurance cover you should arrange this yourself.

#### **13. Ending the Agreement**

You can end this Agreement for any reason during the Trial Period by giving us at least seven days' notice in writing or using the document headed Cancellation Notice contained in "Notice of the Right to Cancel" at Appendix I. We can also end this Agreement during the trial period by giving you seven days' notice in writing in accordance with paragraph 3 above.

After the end of the trial period you agree to give us at least 28 days' notice in writing if you want to end this Agreement.

We can also end this Agreement by giving you 28 days' notice in writing at any time but only if we have provided you with an opportunity for advocacy and one of the following applies:

- you require a greater level of care than that which can be provided at the Care Home;
- you are violent or disruptive; or
- you are at least 2 months in arrears in the payment of the Weekly Fee.

The Fees due for your occupation of the Care Home will remain payable during the notice period whether or not you remain in actual occupation and will continue to be payable after the notice period until such time as you remove your belongings from your room.

If you refuse to leave following termination of this Agreement by us we can only force you to leave once we have obtained an order for eviction from the Court.

#### **Fees payable after death**

In the event of your death this Agreement will end when your next of kin or other representative removes your belongings from your room. We would normally expect this to be completed within a period of 7 days following a resident's death. Should your representative require a longer period to clear your room an extension can be given by agreement and will be confirmed by MHA in writing.

For the avoidance of doubt this Agreement will end and the Fees no longer payable as soon as your room has been cleared. If you have paid any Fees in advance and the advance period goes beyond the date your room has been cleared the balance of the fees paid in advance will be refunded to your representative.

If you receive funding from a Local Authority then the terms of our contract with the Local Authority may differ and those terms will apply.

Any outstanding fees will be immediately due for payment on termination of this Agreement.

#### **14. Contacting us**

We operate a feedback procedure by which you, or someone acting on your behalf, can make a complaint or suggestion in relation to your welfare or the care you receive. A copy of our feedback procedure, which includes our Complaints Procedure, is included in the Resident's Guide and a copy may also be requested from the Manager of the Care Home.

If you are not satisfied with any aspect of our service you or your representative should first raise the matter with staff locally and/or the Manager of the Care Home.

If you are still not satisfied, you or your representative can make a complaint in writing. The address that you should send the complaint to, together with any supporting written evidence, is:

The Customer Services Manager at the registered office (see below)

Your complaint will be dealt with in a prompt and professional manner according to our Complaints Procedure. Our aim is to respond to your complaint within 15 calendar days.

You may contact the Care Quality Commission or the Care Inspectorate Wales or the Care Inspectorate Scotland at any time if you are not satisfied with our service and/or our response to your complaint.

#### **15. Confidentiality**

We undertake to you that we shall not at any time disclose to any person any confidential information concerning you and your residency in one of our Care Homes except to any of our employees, representatives or advisors who need to know such information for the purposes of performing our obligations under this Agreement or as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

We shall not use your confidential information for any purpose other than to perform our obligations and exercise our rights in connection with this Agreement.

We will comply with our obligations as a data controller under the Data Protection Act 1998 and with our privacy policy which sets out what personal data we collect from you, what we use that personal data for, how we maintain it and destroy it and how you may request a copy of the personal information from us. Our privacy policy is available from our website and the Care Home.

## **16. General**

The Terms and Conditions contained in this Agreement shall be governed by and construed in accordance with the laws of England, Scotland and Wales and the parties submit to the jurisdiction of the English Courts. Should the Courts find any clause in these terms and conditions to be unlawful, this shall not preclude the remaining terms and conditions from being applied.

This Agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral relating to its subject matter. Nothing in this clause shall limit or exclude any liability for fraud.

No variation of this Agreement shall be effective unless it is in writing and signed by both of us.

Except as expressly provided in this Agreement the rights and remedies provided under it are in addition to, not exclusive of, any rights or remedies provided by law.

If any provision or part provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

All other correspondence should be addressed to the appropriately named person at the registered address: -

### **Methodist Homes (MHA)**

Epworth House, Stuart Street, Derby, DE1 2EQ.

Phone: 01332 296200

Fax: 01332 296925

Email: [enquiries@mha.org.uk](mailto:enquiries@mha.org.uk)

A company limited by guarantee

Registered company number: 04043124

Registered charity number: 1083995

## Notice of the Right to Cancel

- ✓ You have a right to cancel this Agreement if you so wish.
- ✓ This right can be exercised by delivering, or sending to us (including by electronic mail) the Cancellation Notice below at any time within the period of seven days starting with the date you sign this agreement.
- ✓ You can still cancel this Agreement at any other time during the Trial Period by using this notice or giving us seven days' notice in writing.
- ✓ Notice of cancellation will take effect as soon as it is posted or sent to us by any other means.
- ✓ You may be asked to pay for any services you receive if you cancel this agreement during the period of seven days starting on the date you sign this agreement or during the trial period.

### Cancellation Notice

If you wish to cancel this Agreement you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this notice to the person named below. You may use this form if you want to but you do not have to.

(complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THIS AGREEMENT**)

To.....

I hereby give notice that I wish to cancel my Agreement dated.....  
(insert date) with Methodist Homes.

Signed .....

Name and Address .....

.....

.....

Date .....

.....(your signature)