

Leuchie House

Terms & Conditions 2019

DEFINITIONS

In these booking terms and conditions 'we', 'us', and 'our' mean, and refer to, Leuchie House, a company limited by guarantee number SC392721 with its registered office at Leuchie House, North Berwick EH39 5NT and a charity registered in Scotland number SC042249, and also includes where appropriate, our insurers.

'You' means primarily the person who, by completing a booking funding form and paying the required deposit, books a break with us but includes any and all persons named on the booking form. 'The contract' means the contract between us and you for a break, excluding special requests. 'Break price' means the full amount of the price of a break as shown in our brochures, together with (unless otherwise stated), any charges for amendments, supplements and other charges payable prior to the break departure date, but excluding the cost of any optional or independently offered excursions and activities, tips and gratuities, and insurance.

'Brochure(s)' means and includes all forms of our advertising material, including our web site. 'Provisional booking' means a request for a booking made by telephone or in writing prior to the completion and return of a booking form. 'In writing' means a letter sent by post to us at Leuchie House, North Berwick EH39 4NR or by email to enquiries@leuchiehouse.org.uk

THE CONTRACT

Your contract for a break is made with us on the basis of and subject to these terms and conditions. The contract is governed by Scottish law and any matter arising under it is subject to the exclusive jurisdiction of the courts of Scotland. No variation of the contract terms shall be of any effect unless mutually agreed in writing. By entering into a contract, you agree and warrant that you have authority to bind all persons named in the booking funding form to these terms and conditions.

WHEN IS THIS CONTRACT MADE

No contract shall come into force until:

- 1) the Leuchie House assessment process has been completed
- 2) we have received from you a booking funding form duly completed and signed, along with the required deposit for your break, and/or
- 3) we have received confirmation from a local authority stating that they will pay the outstanding sum of the break, and
- 4) we have issued and sent to you a confirmation invoice showing the balance of the break price (if any) due from you.

To apply for a respite place, you must fully complete and sign the Pre Admission Self-Assessment (PASA) and return it to our office with a non-refundable deposit of £150 per person (if not already paid) within **14 days** from when we send out the form. **Please note that there is no cooling off period.**

Please check the details on your invoice carefully. If you have any questions, or anything does not appear to be right, you must contact our bookings and finance team immediately. On the invoice please pay particular

attention to the final payment date, as we may cancel your break if we do not receive your payment in time. If we do this we will keep your deposit.

PAYMENT POLICY

All holiday costs are payable in advance of your stay. A non-refundable deposit of **£150** is required at the initial booking stage. The price charged will be based on the assessment and dependency identified at the time of booking. No adjustments will be made to this price if, after the break has taken place, an adjustment to the assessed dependency is required e.g. if a dependency goes up or down after the visit, no additional charge or refund will be made to the agreed price at assessment. Adjustments to dependency will apply to any future bookings.

The balance of the price of the holiday is due for payment no less than 42 days (six weeks) prior to the visit (the Balance Due Date). Holiday bookings cannot be confirmed until Leuchie House has completed its assessment process and received full payment or a signed funding form at least six weeks in advance of your holiday. We will acknowledge your booking, upon receipt of full payment of the holiday cost.

Where a local authority or other organisation is paying for all or part of your holiday, they will be invoiced in advance of the holiday and will be subject to the same terms and conditions.

If the balance of the holiday cost is not paid by the balance due date, we reserve the right to treat your non-payment as a cancellation of the holiday by you and to apply the cancellation charges set out below to ensure that Leuchie House can cover its costs.

For bookings made on or after the balance due date, the full amount is due at the time of booking.

The person making the booking accepts the responsibility as authorised agent for paying for all the people covered by that booking.

An invoice for the cost of the break (less any deposit paid) is issued once the assessment process has been completed and a place agreed. The invoice will show the date on which the full balance is due, which is usually six weeks prior to the start of your break. If your booking is made within six weeks of the start date of your break, it is deemed to be a late booking and the contract comes into effect upon completion of the assessment process and our receiving full payment. If the deposit and/or balance is not paid in time we may cancel your booking. If the balance is not paid on time, we shall retain your deposit and levy cancellation charges as detailed in the cancellation charges section.

PRICE

Prices published for guest and carer accommodation are per person, per dependency, per length of break specified. The published price includes the cost of nursing and personal care provided by care support staff based on the requirements identified through the Leuchie House assessment process and dependency level allocated from our listed dependency bands.

Check-in time is from 11am on the day of arrival, however rooms may not be ready for immediate access. Check-out time is by 12 noon on the day of departure. It may be possible to accommodate early arrivals or late departures by prior agreement, but this is not guaranteed and may be subject to additional charges.

PRICE GUARANTEE

Once you have paid your deposit and received a confirmed offer of a place on successful completion of the assessment process, the price of the break is guaranteed with the exception of any additional costs incurred during your break (e.g. therapies, fuel charges and shopping). A letter of confirmation with full details of your booking will be sent once your deposit has been processed and assessment completed.

CHANGES MADE BY YOU

If, after your place has been confirmed, you wish to transfer to a different break or change the name in which the booking has been made, we will do our best to make the necessary changes. Changes made within the balance due period will be treated as a cancellation of the original booking and cancellation charges will be applied as shown in the cancellation charges section.

CANCELLATIONS MADE BY YOU

You may cancel your break at any time. If you or your agent decide to cancel your break, 28 days' notice in writing is required from the person who signed the funding form which must be received at our office. The date of cancellation will be the date of receipt of **written** notification to cancel (not the date of verbal notification by telephone).

In order to cover our expected losses from the cancellation of your booking, you will be required to pay the applicable cancellation charges as shown in the cancellation charges section if you or anyone accompanying you cancels.

CANCELLATION CHARGES

The cancellation charge is the responsibility of the person who is agreeing to pay the holiday cost. Cancellation charges (based on the date that **written** notification of the cancellation is received by us):

- More than 28 days before arrival: the cancellation charge will be the £150 deposit only;
- Up to 28 days before arrival date: the cancellation charge will be 100% of the full holiday cost.

CURTAILMENT

We regret that guests who choose to leave the house before the end of the break, whose care needs have changed prior to arrival or who provide incomplete information prior to the break and are therefore deemed unsuitable for Leuchie on arrival, will not automatically receive a refund for any nights not spent at the house. Where a guest leaves the house because of a perceived deficiency in the care provided to them, or for another reason, they should follow the complaints procedure. Details of the complaints procedure can be found in the complaints section.

Please note: if a guest causes disruption or distress to other guests and staff, we reserve the right to bring to an end a guest's break and the full cost of the holiday will still be charged. The decision of the Head of Operations is final.

INSURANCE

We strongly recommend that you take out your own cancellation and travel insurance, suitable for your needs, at the time of booking. You will be liable for cancellation charges as listed and we regret we cannot be responsible for any costs you incur as a result of not having appropriate insurance cover in place. This should allow for any changes in care needs that may occur after the initial assessment process has been completed and a place agreed. For your own peace of mind, the insurance should cover you if you have to cancel your arrangements for any reason, including illness, before your holiday commences, or for any emergencies such as illness or injury that arise during your stay. We recommend that the insurance should cover the full cost of the holiday.

You should also check that your insurance covers your valuables while away from home, including jewellery, electric wheelchair, mobile telephone, camera etc. (This may be covered by your household insurance).

Below you will find details of some specialist UK travel and cancellation insurance companies who provide cover for people with medical conditions and/or disabilities. Please note that this information does not constitute a recommendation or endorsement and other providers are available.

- Free Spirit Insurance: www.freespirittravelinsurance.com
- Just Travel Cover: www.justtravelcover.com
- Insure for All: www.insureforall.com
- Fish Insurance: www.fishinsurance.co.uk

CHANGES MADE BY US

Whilst every effort is made to ensure the accuracy of your booking, amendments will sometimes be necessary. We reserve the right to make minor changes both before and after your booking has been made. Where a major change is necessary, you will be advised immediately and you will have a choice of the following options:

1. Accepting the altered arrangements for the break.
2. Accepting alternative arrangements for a break that we may be able to offer together with any difference in price, be it higher or lower.
3. Cancelling your arrangements for a break with us without charge.

Provision of alternative arrangements for breaks remains at the discretion of Leuchie House.

CIRCUMSTANCES BEYOND OUR CONTROL

Except where we say differently elsewhere in these conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change your break after booking, or we, or other suppliers, cannot supply your break, as we, or they, had agreed, or you suffer any loss or damage of any description.

When we refer to circumstances beyond our control, we mean any event that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care. Such circumstances will usually include, but are not limited to, bad weather (actual or threatened), travel disruption, airport closures, risk of infection, industrial dispute, war, threat of war, epidemic, natural or nuclear disasters, terrorist activity, civil unrest, change to Foreign Office advice to advise against travel to a destination and significant building work on-going outside of your accommodation.

CANCELLATIONS MADE BY US

If we have to cancel your break for any particular reason, we will tell you as soon as reasonably possible. In these circumstances we will, if we are able to do so, offer you an alternative break of equivalent or closely similar standard at no extra cost, or a less expensive break, in which case we will refund the difference in price. Or if you prefer, you can receive a full refund of any money you have paid us.

No compensation will be payable in these circumstances, whenever they happen, and we will only have to offer you the above choice. In addition, no compensation will be paid in the following instances and we reserve the right to cancel your break in such circumstances;

- We can cancel your break if you fail to provide the necessary paperwork, such as the PASA, any medical information and completed funding form at least 28 days before the start of your break.
- We can cancel your break if you fail to make payment for your booking on time.
- We can cancel your break if you fail to bring medication packaged and labelled in the correct manner and in sufficient but not excess quantity (see section 'Medication')
- We can cancel your break if there is a significant change in your health condition between booking your break and arrival of which you have not made us aware (see section 'Meeting your assessed needs')
- We can cancel your break if the information supplied in your PASA significantly misrepresents your care requirements.

- We can cancel your break if your behaviour is deemed to present a risk or if it could upset, annoy or disturb other guests, our own staff or our suppliers.
- We can cancel your break if you persistently display inappropriate behaviour during your stay with us. In this instance, payment for the break will be retained. (see section 'Your responsibility')

COMPLAINTS

If you have a complaint, please take it up initially with the Registered Manager during your break. If you are not satisfied with the response, please write to the Chief Executive within 28 days of your return from the break at: Leuchie House, North Berwick EH39 4NR

You may also wish to contact the Care Inspectorate at: Stuart House, Eskmill, Musselburgh EH21 7PB

Tel: 0845 600 9527

enquiries@careinspectorate.com

www.careinspectorate.com

We would point out that failure to comply with the above procedures during your break and /or failure to complain within 28 days of your return, may reduce or extinguish any rights you have to claim compensation from us or from a relevant supplier. Any such rights will be reduced or extinguished if, had you followed the above procedures during your break we could have taken steps to reduce any loss or damage suffered or entirely prevented it from being suffered.

It is difficult and sometimes impossible to properly investigate a complaint if we are not made aware within a sufficient time frame, once the break is over. Your right to claim compensation may also be reduced or extinguished, should any delay in your complaint being notified during or after you break prevent us from carrying out a proper investigation.

LOST OR DAMAGED PROPERTY

Leuchie House accepts no responsibility for loss or damage to property. All items (including equipment and clothing) should be clearly and firmly labelled with the guest's name.

ADVANCED DIRECTIVE

Leuchie House respects the right of people to receive the treatment and care they believe is appropriate for them. This includes the right to have their wishes respected at a time when they are not able to express them directly. At Leuchie House, it is the usual policy for staff to offer and attempt emergency first aid resuscitation if this becomes necessary.

Any guest who has a different preference is advised to contact the **Registered Manager** well in advance of their stay, when your wishes will be discussed with you sensitively. Without prior notice, should your medical condition deteriorate while in the care of our centres, we will arrange transfer to a more suitable environment.

LIABILITY

If the contract is not performed or is improperly performed by us or our suppliers, we will pay you appropriate compensation **up to and not exceeding the full cost of your holiday**, if this has affected your enjoyment of the break. However, we will not be liable to you for any failure of performance which is due to any of the following:

1. your own act, omission or conduct, including (but not limited to) any matter about which you failed to advise us at the time of booking or at any time thereafter prior to the commencement of the break

2. the act, omission or conduct of a third party who has no connection with any aspect of the break arrangements, provided that it was unforeseeable or unavoidable
3. unusual and unforeseeable circumstances beyond our control, the consequences of which were unavoidable even with the exercise of all due care
4. an event which we or our suppliers, even with all due care, could not foresee or forestall

Except in cases involving death, injury or illness, our liability shall always be limited to the cost of your break.

You must notify us of any claim in accordance with the conditions relating to complaints. If we make any payment to you in circumstances where we may have a right of recourse against a third party whose act, omission or conduct has caused us to make that payment, you agree to cooperate and assist us in pursuing such recourse, including the commencement of legal action in your name and/or the assignment to us of your own right of action, but this shall not affect your own right to pursue a claim against the same third party for compensation or damages separate from the sum paid by us to you.

BROCHURE ACCURACY

We have compiled the information on our web site and in our Leuchie House Short Break brochure and other promotional material as accurately as possible at the time of going to print. However, we would ask you to appreciate that a brochure is prepared well in advance of the commencement of the programme.

There may be occasions when an amendment to the details of a break must be made. We will put updated details or correct any information or prices on our booking system and our web site so you will receive the latest information when you make a booking. If the amendment is considered to be of a significant enough nature, you will be given the opportunity to cancel your break with a full refund, or to amend to an alternative break subject to availability.

TRANSPORT AND TRIPS

Passengers are required to wear suitable passenger restraints when being transported in Leuchie House vehicles. The restraint must be used in the correct manner (as per manufacturer's directions) and refusal to wear it this way will lead to guests being refused transport. Leuchie House also recommends that guests have headrests fitted to their wheelchairs in order to improve comfort and safety when travelling on Leuchie House vehicles.

For safe transport, wheelchair users will be expected to transfer to fixed vehicle seats whenever possible.

RISK ASSESSMENTS

In order to ensure that Leuchie House can give you appropriate care while you enjoy your break, we will need to carry out a number of risk assessments with you prior to and on arrival for your break. These may cover everyday activities that you would normally carry out at home, but also items specific to Leuchie House, and the outcome of these assessments may lead to exclusion from certain aspects of the break.

For guests who have problems with tissue viability, you will also be asked by our nurses about any pressure sores or other lesions on your body and your permission will be asked to photograph these as a clinical record. Should you refuse any of these assessments, you will be asked to sign a disclaimer to absolve Leuchie House of responsibility for these aspects of your care.

MEETING ASSESSED NEEDS

Leuchie House confirms that, subject to the information provided by you regarding your care needs being full, accurate and up to date, and our own assessments of your needs, we are able to meet your assessed needs and provide you with the service described in our brochure and on our web site.

It is of vital importance that you inform us of changes in your condition, health and care requirements prior to the start of your break with us. Failure to do so may result in us being unable to provide you with the care you require and/or your break being cancelled by us. We will take reasonable measures to contact you prior to the start date of your break to complete an up to date care plan, however in the event we are unable to contact you, the responsibility for notifying us of changes to your condition remains with you.

On your arrival or as soon as possible after, we will interview you and/or your carer and carry out risk assessments as necessary to check the accuracy of the information we have received, but please bear in mind that this interview cannot replace the necessity of you providing us with full written documentation in advance. **Cancellation and curtailment rights still apply.**

GATHERING AND SHARING INFORMATION

Any information that we ask you to provide will be used in our assessment of our ability to meet your needs and will become part of the care plan we create for you. We may request or share personal or medical information with other health and social care services involved in your direct care such as your doctor, hospitals and local authorities.

YOUR RESPONSIBILITY

Leuchie House reserves the right to refuse any booking and to cancel or curtail any break due to inappropriate behaviour.

We want all our guests to have an enjoyable, carefree break, but you must remember that you are responsible for your actions and the effect they may have on others. If we, or another person in authority, believe that your actions could upset, annoy or disturb other guests, our own staff or our suppliers, or put them in any risk or danger, or damage property, we may end your break and terminate your contract and we will not be liable for any refund, compensation or any other costs you have to pay.

You must also bear in mind that you are responsible for any accidents that occur due to inappropriate or irresponsible behaviour. We appreciate you may drink alcohol as part of your enjoyment. You must, however, do so responsibly and we will have no liability to you for any injury, loss or damage you suffer as a result of your judgment being impaired wholly or partly by alcohol.

MEDICATION

Medication can only be dispensed at Leuchie House if it is in a pharmacy sealed Monitored Dosage System (MDS) with the correct typewritten or printed labelling and a print out or all medicines contained in them. Please note that these must be made up by a pharmacist and not by a carer or partner. This must include the guest's name, substance, strength and frequency of medication. This must correspond with dose and administration times detailed in the PASA, and sufficient stocks must be provided to cover the period of the break you have booked. Prescribed medication cannot be altered in any way, for example, crushed. Failure to comply with this may lead to cancellation of the break. For any advice on sealed MD Systems please contact your GP and ask to speak to your Practise Pharmacist.

You must bring any other supplies required for your care and comfort throughout your stay (e.g. continence and catheter care products, dressings and skin care products). Failure to comply with this may lead to cancellation of the break or additional charges being incurred for products and staff time to procure any items required.