

Resident Admission Agreement

January 2018

Admission Agreement

'Kapiti Retirement Trust'

Physical Address

Lodge Drive

PARAPARAUMU

Postal Address

Lodge Drive

Paraparaumu

Telephone

042970116

Fax

042970985

Website

www.retirekapiti.co.nz

Chief Executive Officer E-mail

ceo@retirekapiti.co.nz

Date of Admission

Resident's Details

Full Name(s) ('the Resident')

Date of Birth

Previous Address

Power of Attorney's Details

Full Name(s)

Address

Agreement

Kapiti Retirement Trust agrees to provide to the Resident age related residential care services, as specified in clause 1 of schedule 1 to this agreement, and including 24 hour full accommodation services and personal care in *continuing care (hospital)/ specialist dementia service delete non-applicable option(s)* (the **Services**) at Kapiti Retirement Trust’s facility on the terms and conditions set out in the annexed Schedules and as amended by Kapiti Retirement Trust from time to time in accordance with this agreement. Any amendments to the terms or conditions shall be effective 30 days after being notified to the Resident.

Where the Resident is a non-subsidised Resident, the Resident (or the Resident’s Power of Attorney as the case may be) acknowledges that the Resident has read and understood clause 7 of schedule 1, which sets out information for non-subsidised residents on how to apply for a subsidy.

Resident’s Signature	Date
_____	_____
Or Power of Attorney’s Signature	Date
_____	_____
<i>Print Full Name of Power of Attorney</i>	_____
_____	_____
<i>Reason Resident Unable to Sign</i>	_____
_____	_____
Signature for Kapiti Retirement Trust	

<i>Print Full Name of Kapiti Retirement Trust Representative</i>	Date
_____	_____

SCHEDULE 1 – TERMS AND CONDITIONS

1 Services Provided Pursuant to this Agreement (the ‘Services’)

- 1.1 The following age related residential care services are the Services that the Kapiti Retirement Trust agrees to provide to the Resident:
- a. Lodging in a *single room* with reasonable access to shared bathroom facilities;
 - b. All furniture, fittings, fixtures, bedding, utensils reasonably required by the Resident except to the extent that the Resident chooses to use their own furniture and possessions where they can be reasonably accommodated;
 - c. A food service of adequate and nutritious meals, and refreshments and snacks at morning/afternoon tea and supper times;
 - d. Cleaning services and supplies;
 - e. Laundry services;
 - f. An accessible and sheltered outdoor recreational area;
 - g. Twenty-four hour personal care in [*continuing care (hospital)/specialist dementia services, delete non-applicable option(s)*]

2 Exclusions from the Services

- 2.1 The Services specified in clause 1.1 do not include the following services (the ‘**Excluded Services**’):
- a. Specialised assessment and rehabilitation,
 - b. Physiotherapy, occupational therapy and podiatry, (unless prescribed by a medical practitioner or nurse practitioner under a treatment programme to a resident receiving a subsidy from an agency).
 - c. Customised equipment, personal care equipment and personal mobility equipment,
 - d. The provision of equipment, aids, medical supplies or services that relate to conditions covered by DHB funding,
 - e. Services such as those provided by dentists, opticians, audiologists, laboratories, radiologists, chaplains, dry cleaners, hairdressers and solicitors,
 - f. Clothing and personal toiletries, other than ordinary household supplies,
 - g. Charges for phone calls made by the Resident and phone lines rented by the Resident,
 - h. Insurance premiums for the Resident’s personal belongings,
 - i. Interpreter services, if English is a second language.
- 2.2 Kapiti Retirement Trust may arrange the provision of any Excluded Service at the Resident’s request. If Kapiti Retirement Trust does arrange the provision of the Excluded Service and it is provided by a third party, the Resident will pay any costs or fees for the Excluded Service provided by the third party.

2.3 If any of the Excluded Services are provided by a person/entity not arranged by Kapiti Retirement Trust the Resident must pay that person/entity the cost, if any, for the Excluded Service. Kapiti Retirement Trust will not be liable for any loss or harm that might occur as a result of that person's/entity's service or equipment.

3 Additional Services

3.1 In addition to the Services provided pursuant to this agreement, as set out in clause 1.1, Kapiti Retirement Trust provides the Additional Services set out in Schedule 3 to this Agreement ('the **Additional Services**').

3.2 Where the Resident chooses to receive an Additional Service the Resident agrees to pay Kapiti Retirement Trust the amount charged by Kapiti Retirement Trust for the Additional Service, as set out in Schedule 2, and as amended from time to time by Kapiti Retirement Trust in accordance with this agreement.

3.3 If the amount charged for an Additional Service is amended Kapiti Retirement Trust will notify the Resident in writing of the change not less than 30 days before the amendment becomes effective.

3.4 Subject to availability and to clause 3.5 below, the Resident has the right to decide whether to receive any Additional Services, including Premium Room Services (as described in Schedule 3), provided by Kapiti Retirement Trust, and by signing Acknowledgement A in Schedule 5 to this Agreement, the Resident acknowledges that they were offered a choice whether or not to receive and pay for the Additional Services listed in the Acknowledgement, and that they chose to receive and pay for the Additional Services.

3.5 (*If applicable*) Where the Resident has been admitted to a Premium Room because, at the time of signing this Agreement;

- a. No Standard Room nor a Premium Room for which Premium Room Services are not charged are available at Kapiti Retirement Trust; and
- b. The occupancy level of beds in the relevant service category at Kapiti Retirement Trust is 90% or more; and
- c. There is another facility within 10km from Kapiti Retirement Trust with an available Standard Room or a Premium Room for which Premium Room Services are not charged;

by signing Acknowledgement B in Schedule 5 to this Agreement the Resident acknowledges that they have decided not to accept the room available at the other facility identified in the Acknowledgement and have agreed to receive and pay for Premium Room Services at Kapiti Retirement Trust.

3.6 Where the Resident decides to cease to receive any Additional Service that is not a Premium Room Service, the Resident must give at least 21 days (or other period agreed by the Resident and Kapiti Retirement Trust) written notice to Kapiti Retirement Trust.

3.7 Where the Resident decides to cease to receive Premium Room Services:

- a. The Resident may, every 2 months after the date of admission (a "notice date"), give notice that he or she no longer wishes to receive the Premium Room Services, and the notice will come into effect 3 months after the date on which it is given;
- b. The Resident may give notice before a notice date, but the notice will be deemed to be given on the next notice date;

- c. On the date that a notice given by the Resident takes effect:
 - i. if a Standard Room (being a room without the features of a Premium Room as described in Schedule 3) or a Premium Room for which Premium Room Services are not charged is available at Kapiti Retirement Trust the Resident will be moved to the room, unless Kapiti Retirement Trust agrees that the Subsidised Resident may continue to occupy the Premium Room but will cease paying the additional charge for Premium Room Services on the date the notice takes effect;
 - ii. if a Standard Room or a Premium Room for which Premium Room Services are not charged is not available the Resident will be allowed to remain in their Premium Room without paying any Premium Room Service charges until such time as a Standard Room or a Premium Room for which Premium Room Services are not charged becomes available; and
 - iii. in either case, the Resident will be given at least 3 days' notice that they are being moved to a Standard Room or a Premium Room for which Premium Room Services are not charged, which may be given during the 3 month notice period referred to in subclause (a).

3.8 Where the Resident has been admitted to a Premium Room but is not paying for Premium Room Services because one or more of the conditions in sub clauses 3.5(a) to (c) are not satisfied, by signing Acknowledgement C in Schedule 5 to this Agreement, the Resident acknowledges:

- (a) That they are not paying for Premium Room Services because of the unavailability of a Standard Room at Kapiti Retirement Trust at the date of signing this Agreement; and
- (b) That should a Standard Room or a Premium Room for which Premium Room Services are not charged subsequently become available, Kapiti Retirement Trust may move the Resident to that room, provided that the Resident is given at least 3 days' notice that they are being moved.

4 General Practitioner Services

- 4.1 Kapiti Retirement Trust reserves the right to appoint a general practitioner and/or nurse practitioner to provide primary care services to the Resident.
- 4.2 The Resident may, however, choose to be attended by a general practitioner of their choice who agrees to visit the facility and maintain the Resident's medical records as prescribed by Kapiti Retirement Trust rather than be attended by the general practitioner or nurse practitioner appointed under clause 4.1.
- 4.3 If the Resident retains their own general practitioner they will be responsible for any costs over and above that which Kapiti Retirement Trust incurs for their contracted general practitioner and/or nurse practitioner.
- 4.4 If the Resident initiates a visit from a general practitioner without the prior approval of the registered nurse or manager of Kapiti Retirement Trust, the Resident may be required to bear the full cost of such a visit.
- 4.5 The Resident agrees to be examined by either Kapiti Retirement Trust's general practitioner, or a general practitioner of their choice (subject to clauses 4.3 and 4.4 above) or a nurse practitioner within two working days of their admission as a Resident unless the Resident was examined by a medical

practitioner not more than two working days prior to their admission and the Resident can provide a summary of the medical practitioner's examination notes to Kapiti Retirement Trust.

5 Payment of Service Costs

- 5.1 The Resident agrees to pay to Kapiti Retirement Trust the fees payable in respect of the Resident's full accommodation and care under this agreement, including all applicable charges specified in Schedule 2 for the Services and Additional Services provided to the Resident (the '**Charges**') and the cost of any Excluded Service incurred by Kapiti Retirement Trust on the Resident's behalf.
- 5.2 All Charges are to be paid monthly in advance by direct credit / automatic payment to Kapiti Retirement Trust's nominated bank account.
- 5.3 All Charges may be amended by Kapiti Retirement Trust from time to time and all amendments will be effective 30 days after the Resident receives written notification of the amendment from Kapiti Retirement Trust.
- 5.4 In the event that the Resident defaults in the payment of any Charge, the Resident shall, in addition to the Charges due, pay:
 - a. Interest on any overdue monies from the due date to the date of payment at a rate of 15% per annum; and
 - b. The full costs (including, without limitation, collection charges, solicitor fees and the Resident's own costs) incurred by Kapiti Retirement Trust in collecting such overdue monies and remedying the Resident's default.
 - c. In the event of default the Resident and Guarantor agree that Kapiti Retirement Trust has authority to register a Caveat against any or all property owned by them to secure any monies owed under this Agreement.
- 5.5 The Resident is liable for the Charges for the full day on which the Resident is:
 - a. Admitted to Kapiti Retirement Trust;
 - b. Discharged from Kapiti Retirement Trust;
 - c. Transferred to or from Kapiti Retirement Trust;
 - d. The day of the Resident's death and for the following day, as if the Resident was living, including payment of the amount of New Zealand superannuation that would have been payable by the Resident to Kapiti Retirement Trust if the Resident was living.
- 5.6 If the Resident is owed an amount by Kapiti Retirement Trust, including because the Resident paid for the Charges or any part of the Charges in advance, and was subsequently discharged or transferred from Kapiti Retirement Trust or died, Kapiti Retirement Trust must pay the amount owed to the Resident (or their Estate):
 - a. In the case of an amount owed due to a payment of the Charges in advance, no later than 10 working days after the date of discharge, transfer or death; and
 - b. In all other cases, no later than 10 working days of the date on which the amount became owed to the Resident.

Provided that any amount owed by the Resident to Kapiti Retirement Trust at the date on which payment to the Resident under this clause is due may be set off against or deducted from the amount owed to the Resident.

- 5.7 The Resident's account will be fully reconciled after the Resident has left the Facility and after final payments and adjustments have been made by any agency paying a subsidy (such as the relevant District Health Board (the 'DHB') or Work and Income NZ), and:
- a. The Resident acknowledges that final reconciliation may take up to 30 days or any other length of time agreed between the Resident and Kapiti Retirement Trust;
 - b. Any Charges that remain unpaid upon reconciliation will be met by the Resident or the Resident's Estate;
 - c. Any overpayment upon reconciliation will be refunded to the Resident or the Resident's Estate, as the case may be:
- 5.8 Nothing in clause 5.7 affects the Resident's right to repayment of any amount(s) payable to the Resident under clause 5.6 or 6.2, but (for the avoidance of doubt) any such repayments made before reconciliation will be taken into account upon reconciliation of the Resident's account.
- 5.9 If the room is not cleared within the timeframe set out in clause (d), a daily charge (currently \$100 per day) will be levied for each additional day until the room is cleared of personal effects. If the room is not cleared after two more elapsed days and the room is required by a new resident, KRT reserves the right to remove personal effects and store at a cost until collected.

6 Subsidies

- 6.1 Any subsidies received on behalf of the Resident will be offset against any amounts owing by the Resident. The Resident is principally liable for all Charges due whether or not a subsidy is available or received by or on behalf of the Resident.
- 6.2 If the Resident (or someone on their behalf) has paid for Services for which the relevant DHB is liable to pay under the Social Security Act, any such amounts will be refunded to the Resident no later than 10 working days after the DHB makes the first payment to Kapiti Retirement Trust for the Services, provided that any amount owed by the Resident to Kapiti Retirement Trust at the date on which payment to the Resident under this clause is due may be set off against or deducted from the amount owed to the Resident.
- 6.3 The Resident is advised that under the Social Security Act 1964, the Resident has the right to request a review of their financial means assessment, which may entitle them to receive a government subsidy toward the costs of the Services.
- 6.4 For the avoidance of doubt, the subsidy available for long term residential care under the Social Security Act 1964 is only payable in respect of a period of up to 90 days prior to all documentation including financial means assessment documentation having been received by the agency paying the government subsidy. The Resident will remain liable for the Charges due under clause 5.1 for any prior period not covered by the subsidy including any period where the documentation is not provided to the agency paying the subsidy within the prescribed time.

7 Non-subsidised Residents

- 7.1 If the Resident is not receiving a government subsidy under the Social Security Act 1964 and the Resident wishes to receive a government subsidy the Resident must:

- a. Satisfy the eligibility criteria defined in the Social Security Act 1964; AND
 - b. Complete an assessment by a needs assessment & service co-ordination service and a financial means assessment under section 69F of the Social Security Act 1964; AND
 - c. Be aware that the assessments required under clause 7.1(b) may take some time to arrange, and the conclusions of such assessments may be that the Resident is not eligible for a government subsidy; AND
 - d. Kapiti Retirement Trust will not be able to receive government subsidy payments on the Resident's behalf until the Resident meets the above requirements; AND
 - e. The Resident will remain liable for all fees and Charges under this agreement whether or not a government subsidy is approved.
- 7.2 To assist the Resident to receive a government subsidy in a timely way the Resident should be aware that:
- a. The Resident or the Resident's family member or nominated representative needs to notify Kapiti Retirement Trust at least three months prior to when the Resident's funds are anticipated to be at the level where the Resident is eligible for a government subsidy.
 - b. It is the Resident's or the Resident's nominated representative's responsibility to complete all application forms for the financial means assessment process.
 - c. Kapiti Retirement Trust will instigate a referral for the required needs assessment to begin the process of applying for a government subsidy as soon as reasonably practicable after Kapiti Retirement Trust becomes aware of the Resident's potential eligibility for a subsidy.
- 7.3 Kapiti Retirement Trust will advise the Resident of any notifications it receives of changes to means assessment tests or maximum contributions that could affect the Resident's eligibility for a subsidy.
- 7.4 Kapiti Retirement Trust accepts no responsibility for situations where the Resident's funds reach a level below that where a government subsidy may be applied for and the needs assessment process has not occurred in a timely way.

8 Temporary Absence

- 8.1 Where the Resident is admitted to hospital for treatment or assessment Kapiti Retirement Trust will ensure that the Resident's room is not used by another person during the Resident's absence for up to 21 days (or such longer period as assessed to be necessary by or on behalf of Kapiti Retirement Trust or the DHB) provided that the Resident pays the Charges payable under clause 5.1 for each day Kapiti Retirement Trust does not allow another person to use the room.
- 8.2 Where the Resident is away from Kapiti Retirement Trust for any other reason Kapiti Retirement Trust will not allow another person to use the Resident's room during the Resident's absence for up to 14 days at a time (but for no longer than a total of 28 days in any financial year) provided that the Resident pays the Charges payable under clause 5.1 for each day Kapiti Retirement Trust does not allow another person to use the room.

9 Valuables, Personal Effects and Clothing

- 9.1 Kapiti Retirement Trust will use all reasonable endeavours to exercise due care in relation to the Resident's personal safety and security.

- 9.2 The Resident will be responsible for the safe care and insurance of their personal belongings and will indemnify Kapiti Retirement Trust for any costs or damages incurred by Kapiti Retirement Trust in relation to those belongings.
- 9.3 While Kapiti Retirement Trust will take all reasonable care to minimise damage to or loss of the Resident's personal clothing caused by laundering, Kapiti Retirement Trust will not be liable for any damage or loss caused.
- 9.4 Kapiti Retirement Trust has no responsibility for any money, bankcards, chequebooks or valuables held by the Resident at Kapiti Retirement Trust.
- 9.5 Kapiti Retirement Trust has no responsibility for any injury, loss or damage which occurs to, or is suffered by, the Resident or the Resident's belongings, while the Resident is receiving the Services, the Additional Services or is on outings from Kapiti Retirement Trust. The Resident will indemnify Kapiti Retirement Trust and its employees for any losses or damages which result from the Resident's actions while receiving the Services, the Additional Services or participating in activities or outings whether or not they are provided or facilitated by Kapiti Retirement Trust. For the avoidance of doubt, this clause is subject to the Kapiti Retirement Trust's obligations at law to provide services to an appropriate standard.

10 Permissions Granted

- 10.1 The Resident authorises Kapiti Retirement Trust to display the Resident's name on the Resident Directory Board and also on the Resident's bedroom door.
- 10.2 The Resident authorises Kapiti Retirement Trust to provide any information and records regarding the health and treatment of the Resident to any person properly appointed to audit the Services or Additional Services Kapiti Retirement Trust provides under this agreement.
- 10.3 The Resident will provide Kapiti Retirement Trust with the names of the Resident's family members or a nominated representative. Kapiti Retirement Trust may use this information to maintain contact with the Resident's family members or nominated representative for the purposes of this agreement. Kapiti Retirement Trust may provide those contact details to the DHB for the purposes of fulfilling its obligations under the contract Kapiti Retirement Trust has with the DHB including, without limitation:
- a. During the course of or following an audit of any type of Kapiti Retirement Trust by the DHB;
or
 - b. Where it is necessary for the purposes of Kapiti Retirement Trust's contract with the DHB.
- 10.4 Kapiti Retirement Trust may provide health information about the Resident (including the Resident's nominated representative's contact details provided under 10.3) where requested to do so under the Privacy Act 1993 or any Code issued under that Act relating to any health information Kapiti Retirement Trust holds.
- 10.5 The Resident authorises Kapiti Retirement Trust to take and retain a photograph or photographs of the Resident, which will be retained and stored by Kapiti Retirement Trust in accordance with the Health Information Privacy Code 1994.
- 10.6 The Resident *[agrees/does not agree, delete non-applicable option]* that Kapiti Retirement Trust may use photographs taken during outings and at special events in marketing material, such as brochures and site advertising.

- 10.7 The Resident agrees to supply copies of any enduring powers of attorney in relation to personal care and welfare and/or property that the Resident has executed and not revoked at the time of admission, and Kapiti Retirement Trust will hold these on the Resident's file
- 10.8 If the Resident does not have a current enduring power of attorney in relation to personal care and welfare and/or property and does not execute one prior to or during their admission, then the Resident agrees to indemnify Kapiti Retirement Trust in respect of any costs that Kapiti Retirement Trust reasonably incurs in relation to any proceedings that are subsequently brought under the Protection of Personal and Property Rights Act 1988 or otherwise for the purpose of enabling decisions to be made on the Resident's behalf, whether or not the application is brought by Kapiti Retirement Trust.
- 10.9 The Resident agrees to provide informed consent to Kapiti Retirement Trust for ongoing health services described in, and provided under, this agreement. Kapiti Retirement Trust will hold a copy of the informed consent on the Resident's file. For any change or additional health treatment informed consent must be given by the Resident in accordance with the Code of Health and Disability Consumers Rights.

11 Termination

- 11.1 This agreement may be terminated and the Resident may be asked by Kapiti Retirement Trust to leave the facility immediately:
 - a. Following the expiry of 21 days (or any other period agreed by the Resident and Kapiti Retirement Trust) notice being given by Kapiti Retirement Trust to the Resident advising the Resident of the termination of this agreement; or
 - b. If the Resident fails to pay any amount outstanding under this agreement within 21 days of receipt of a written notice from Kapiti Retirement Trust giving particulars of the outstanding payment and requiring it to be remedied by the Resident; or
 - c. If the Resident ceases to reside at the facility for more than 21 days (or any other period agreed by the Resident and Kapiti Retirement Trust) without prior arrangement with Kapiti Retirement Trust; or
 - d. If any financial assistance which the Resident receives from any third party in respect of the Services is withdrawn and the Resident breaches clause 5.2; or
 - e. The Resident repeatedly or seriously breaches Kapiti Retirement Trust's rules as published in the Code of Resident's Rights.
 - f. If the facility is closed or if Kapiti Retirement Trust is unable for reasons beyond its reasonable control to provide the Services to the Resident (in accordance with clause 18).
- 11.2 The Resident may terminate this agreement and leave the facility if:
 - a. The Resident has given Kapiti Retirement Trust 21 days' (or any other period agreed by the Resident and Kapiti Retirement Trust) prior written notice of the Resident's intention to leave the facility; or
 - b. The Resident does not agree to a change of the terms or conditions of this agreement, excluding a change in the Charges for Additional Services or Excluded Services, and the Resident has given Kapiti Retirement Trust 21 days' (or any other period agreed by the Resident and Kapiti Retirement Trust) prior written notice.

12 Changes to Care

- 12.1 There may be situations when the Resident's needs change, and in the reasonable opinion of Kapiti Retirement Trust those needs can no longer be met by Kapiti Retirement Trust. In those situations Kapiti Retirement Trust will:
- a. Ensure that appropriate reassessment takes place to ensure that appropriate care management protocols have been observed. This may involve the assistance of staff from the Needs Assessment and Services Co-Ordination Agency and/or the DHB to attempt to find solutions to ensure the Resident remains in the facility;
 - b. Assist in the process of finding an alternative service provider if requested and it is appropriate under clause 12.1(a);
 - c. Ensure that any transfer from the facility to an alternative service provider takes place in an appropriate and timely way.

13 Assignment of Agreement

- 13.1 Kapiti Retirement Trust's rights and obligations under this agreement may be assigned by Kapiti Retirement Trust to any person/entity.
- 13.2 Any assignment under clause 13.1 shall not be effective unless and until that person/entity receives approval from the DHB to take over Kapiti Retirement Trust's rights and obligations under the contract Kapiti Retirement Trust has with the DHB.

14 Complaints Procedure

- 14.1 Kapiti Retirement Trust will maintain the complaints procedure set out in Schedule 4 to this agreement.
- 14.2 Kapiti Retirement Trust has a Code of Resident's Rights, which includes the Resident's rights and responsibilities, information about the complaints system, including how to make a complaint, the role of independent advocacy services and the Health and Disability Commissioner.
- 14.3 The Resident agrees to comply with Kapiti Retirement Trust's rules, which are published in the Code of Resident's Rights as amended from time to time.

15 Transportation

- 15.1 Kapiti Retirement Trust will arrange for transportation to and from the following services, including specialist transport required for clinical reasons:
- a. Needs Assessment and Service Co-ordination Services;
 - b. Assessment, treatment and rehabilitation services contracted by the DHB;
 - c. Primary care & district nursing services for advice and information sharing;
 - d. Laboratory services;
 - e. Radiological services;
 - f. Dental services;
 - g. Specialist medical services;
 - h. Podiatry services that are prescribed by a medical practitioner or nurse practitioner.

15.2 At the Resident's request Kapiti Retirement Trust will arrange transportation to any service other than those listed in clause 15.1 at the Resident's expense. The cost of transportation to any service other than those listed in clause 15.1 is set out in Schedule 2 of this agreement.

16 Resident's Room

16.1 Kapiti Retirement Trust may on occasion need to enter the Resident's room without prior notice to the Resident, however, Kapiti Retirement Trust will only do this where it is necessary to do so in order to assist in providing the Services or the Additional Services to the Resident.

16.2 Kapiti Retirement Trust may on occasion need to transfer the Resident to another room. Kapiti Retirement Trust will only do this after consultation with the Resident or their nominated representative.

17 Management of the Facility

17.1 Kapiti Retirement Trust will use all reasonable endeavours to ensure that the facility is operated with sound management policies and in accordance with all legal requirements and generally accepted practices in the industry.

17.2 Kapiti Retirement Trust will use all reasonable endeavours to ensure that it maintains:

- a. continuous certification under the Health and Disability Services (Safety) Act 2001.
- b. appropriate staffing levels;
- c. fire and emergency management procedures that comply with all legal requirements and are generally in accordance with accepted practices in the industry;
- d. a comprehensive policy for providing care to Residents for whom English is a second language or whose ability to communicate is limited.

18 Events outside our Control

18.1 Kapiti Retirement Trust shall not be liable for any delay in meeting, or failure to meet, its obligations under this agreement to the extent that such delay or failure is caused by any event outside Kapiti Retirement Trust's reasonable control (including, without limitation, any delay or failure caused by any act or omission of the Resident).

18.2 If Kapiti Retirement Trust is prevented from meeting its obligations under this agreement due to circumstances outside its reasonable control, it will:

- a. notify the Resident of the circumstances and any alternative means for performance of the obligation; and
- b. consult with the Resident as to the means available to minimise the effects of Kapiti Retirement Trust's inability to perform its obligations under this agreement; and
- c. use all reasonable endeavours to minimise the effects on the Resident of Kapiti Retirement Trust's inability to perform its obligations under this agreement.

18.3 If Kapiti Retirement Trust is unable to perform its obligations under this agreement by reason of any cause outside its reasonable control for a period of more than 60 days Kapiti Retirement Trust may, by written notice, terminate this agreement.

19 Compliance with DHB Contract

19.1 This agreement complies with Kapiti Retirement Trust's obligations under the contract Kapiti Retirement Trust has with the DHB and, for the avoidance of doubt, this agreement is the Admission Agreement referred to in that contract.

SCHEDULE 2 - CHARGES¹

DAILY RATES	BASIC	EN-SUITE	SUPERIOR	COMMENT
PRIVATE REST HOME	\$143.15	N/A	\$20.00/DAY \$15.00/DAY \$10.00/DAY	SEE ATTACHED ADDENDUM
PRIVATE HOSPITAL	\$231.26	N/A	\$20.00/DAY \$15.00/DAY \$10.00/DAY	SEE ATTACHED ADDENDUM
PRIVATE DEMENTIA	\$195.85	N/A	N/A	
SUBSIDISED HOSPITAL/DEMENTIA	\$143.15	N/A	\$20.00/DAY \$15.00/DAY \$10.00/DAY	SEE ATTACHED ADDENDUM
RESPITE CARE	FUNDED	N/A	\$50.00/DAY \$30.00/DAY	
DAY CARE (SHORT STAY)	FUNDED	N/A	N/A	

NB: ANY ADDITIONAL PRIVATELY ARRANGED SERVICES AND /OR CARE WHICH FALL OUTSIDE OF THE SERVICES PROVIDED WITHIN THE ADMISSION AGREEMENT WIL BE CHARGED TO THE RESIDENT.

Note: All Prices are GST inclusive and are charged Per Day, or Part Thereof – Admissions before Noon, Discharges before 10:00AM.

Prices Effective From: 1 July 2017

SCHEDULE 3 – ADDITIONAL SERVICES (CLAUSE 3)

Additional Services provided by Kapiti Retirement Trust that are not included in the Services provided in clause 1 of this agreement and for which additional charges may be incurred, include but are not limited to, the following:

- ⌘ Specialised assessment
- ⌘ Specialist treatments
- ⌘ Rehabilitation services
- ⌘ Personal Equipment aids
- ⌘ Hairdressing
- ⌘ Dry cleaning
- ⌘ Replacement and repairs to spectacles, dentures, hearing aids or other prosthesis
- ⌘ Podiatry
- ⌘ Clothing
- ⌘ Personal toiletries
- ⌘ Private Telephone rental and calls
- ⌘ Insurance for Resident's belongings
- ⌘ Special Outings
- ⌘ Newspapers
- ⌘ Choosing or having prescribed medication which is more expensive than the normally accepted medical treatments for the illness/condition
- ⌘ Shopping and special activities
- ⌘ Entertainment and parties
- ⌘ Transportation other than under clause 15.1
- ⌘ Superior quality rooms, single rooms, rooms with separate or shared en-suites
- ⌘ Dietetics
- ⌘ Advocacy
- ⌘ Premium Room Services, being services constituted by the additional features of a permanent or fixed nature in a Premium Room (being a room that is superior, by virtue of such additional features, to a Standard Room).

- ⌘ Any other services which are requested by the Resident but are outside the scope of the Services provided by this Agreement as specified in clause 1.1

SCHEDULE 4 – COMPLAINTS PROCEDURE

SEE ACCOMPANYING BOOKLET

Alternative pages.

Alternative pages

Guarantee - Pages required where a guarantee is sought:

Admission Agreement
(‘Kapiti Retirement Trust’)

Physical Address

Lodge Drive
PARAPARAUMU

Postal Address

Lodge Drive
PARAPARAUMU

Telephone 04 2970116

Fax 04 2970985

Website www.retirekapiti.co.nz

Chief Executive Officer E-mail
ceo@retirekapiti.co.nz

Date of Admission

Resident’s Details

Full Name(s) (‘the Resident’)

Date of Birth

Previous Address

Guarantor’s Details

(someone *other* than the Resident must be Guarantor—this is a condition of admission)

Full Names (‘the Guarantor’)

Address

Power of Attorney’s Details

Full Name(s)

Address

.....
.....

Agreement

Agreement with Resident

Kapiti Retirement Trust agrees to provide to the Resident age related residential care services, as specified in clause 1 of schedule 1 to this agreement, and including 24 hour full accommodation services and personal care in *[continuing care (hospital)/specialist dementia services delete non-applicable option(s)]* (‘the **Services**’) at Kapiti Retirement Trust’s facility on the terms and conditions set out in the annexed Schedules and as amended by Kapiti Retirement Trust from time to time in accordance with this agreement. Any amendments to the terms or conditions shall be effective 30 days after being notified to the Resident.

Where the Resident is a non-subsidised Resident the Resident (or the Resident’s Power of Attorney as the case may be) acknowledges that the Resident has read and understood clause 7 of schedule 1, which sets out information for non-subsidised residents on how to apply for a subsidy.

Agreement with Guarantor

The Guarantor guarantees to Kapiti Retirement Trust payment of all costs and charges payable by the Resident that arise pursuant to this agreement and indemnifies Kapiti Retirement Trust against any loss Kapiti Retirement Trust may suffer should the Resident fail to pay the same. The guarantee is for the benefit of, and may be enforced by, any person entitled for the time being to receive any costs and charges under this agreement. The Guarantor acknowledges that as between Kapiti Retirement Trust and the Guarantor, the Guarantor is liable as principal debtor. Should there be more than one Guarantor their liability under this guarantee shall be joint and several.

Resident’s Signature	Date
.....
Or Power of Attorney’s Signature	Date
.....
<i>Print Full Name of Power of Attorney</i>	
.....	
<i>Reason Resident Unable to Sign</i>	
.....	
Guarantor Signature (condition of admission)	Date
.....
<i>Print Full Name of Guarantor</i>	
.....	
Witness to Guarantor Signature	
.....	

Signature for Kapiti Retirement Trust

Date

*Print Full Name of Kapiti Retirement Trust
Representative*
