

## **Deferred Payment Contract**

This Agreement is made on [*insert date*]

This Agreement is made between Monmouthshire County Council and [*insert name*] [*and* [*insert detail of any co-owner or others with an interest in the property*]]

This Agreement relates to care home charges for the Resident.

### **RECITALS**

#### **Background**

- 1 The Resident has an interest in the Property as follows [*insert detail of interest eg 'sole legal and beneficial owner' ....*].
- 2 The Resident [*is / used to*] occupy the Property as their home.
- 3 The Council [*is / is going to*] meet the Resident's assessed eligible needs by provision of accommodation in a care home.
- 4 In accordance with s59 of the Social Services and Well-being (Wales) Act 2014 and the Care and Support (Charging)(Wales) Regulations 2015/1843, the Council will require the Resident to pay a charge for the provision of accommodation in a care home.
- 5 [*The Resident has exercised their choice, in accordance with the Care and Support (Choice of Accommodation)(Wales) Regulations 2015/1840 to choose their care home and:*
  - 5.1 *The cost of their chosen care home exceeds the cost that the Council would usually expect to incur and the Additional Cost Condition, as in regulation 4, is met.*
  - 5.2 *The written agreement as required in the Additional Cost Condition is annexed to this Agreement.*
  - 5.3 [*The Resident will personally be responsible for the Additional Care Costs [which will be deferred as set out below] / A third party, namely [insert name]*]

*[has / will] enter into a contract [with the provider of accommodation to pay these sums directly / with the Council to pay these sums to the Council]].*

- 6 The Council has carried out a financial assessment in accordance with the Care and Support (Financial Assessment)(Wales) Regulations 2015/1844 and:
  - 6.1 The value of the Property will not be disregarded (at the point this agreement is to commence).
  - 6.2 The value of the Resident's capital excluding the value of the Property does not exceed the capital limit, as set out in regulation 11 of the Care and Support (Charging)(Wales) Regulations 2015/1843.
  - 6.3 The Resident's weekly assessed income is insufficient to meet the Weekly Care Home Fees *[and the Resident's Weekly Additional Care Costs]*.
  
- 7 The Resident wishes to defer payment of *[some of]* the amount they are liable to pay to the Council in relation to their accommodation in a care home *[including the Resident's Weekly Additional Care Costs which are due by virtue of the Resident's choice of accommodation / not including the Resident's Weekly Additional Care Costs which are due by reason of the Resident's choice of accommodation]*.
  
- 8 The Resident *[wishes to defer the Administration Fees that they are liable to pay pursuant to this Agreement and understands that interest will be charged on the deferred Administration Fees / does not wish to defer the Administration Fees that they are liable to pay pursuant to this Agreement and understands that all sums due by way of Administration Fees will need to be paid by the Resident at the time that they are incurred and invoiced to the Resident]*.
  
- 9 The Resident *[wishes to defer the interest that they are liable to pay pursuant to this Agreement / does not wish to defer the interest that they are liable to pay pursuant to this Agreement and understands that all sums due by way of interest will need to be paid by the Resident at the time that they are incurred and invoiced to the Resident]*.
  
- 10 Where the Resident's weekly assessed income exceeds the Appropriate Minimum Guarantee, the Council will not agree to defer, and will require the Resident to pay when invoiced, the Resident's Weekly Contribution.

11 The Council has obtained a valuation of the Property prior to entering into this Agreement. [*The Resident requested an independent valuation of the Property*]. Following consideration of the valuation[s] the Council and the Resident have agreed the value of the Property as at the date of this Agreement.

12 Annex A records the relevant figures as at the date of this Agreement. The parties understand that the figures are liable to vary during the currency of this Agreement and so the amount which the Resident is liable to pay when incurred and the amount which is deferred is likely to vary from time to time. The Resident will be notified in advance of any changes in the relevant figures, as set out below.

### **Advice and Information**

13 It is recorded that prior to signing this Agreement, the Resident [*and the Others*] [*had independent legal advice on the content of this Agreement as follows [insert detail of solicitors]*] / [*were advised of their ability to seek independent legal advice on the content of this Agreement and chose not to do so*].

14 It is recorded that prior to signing this Agreement, the Resident was provided with information about their options for paying their care costs by provision of the Paying for Care and the Deferred Payment information pack

15 It is recorded that prior to signing this Agreement, the Resident [*and the Others*] had the opportunity to ask questions of the Council in relation to this Agreement and is recorded that [*no questions were raised / the Council answered all questions raised to the satisfaction of the Resident [and the Others] and*] the Resident [*and the Others*] agree that there are no outstanding questions.

16 The Resident confirms that they understand this Agreement.

## THE PARTIES AGREE AS FOLLOWS:

### Definitions

- 17 In this Agreement, unless the context requires otherwise, the following words and expressions have the following meanings:
- 17.1 ‘The Council’ shall mean Monmouthshire County Council and any body which is a successor body to Monmouthshire County Council.
- 17.2 ‘The Resident’ shall mean *[insert name]*.
- 17.3 ‘The Property’ shall mean *[insert address]* which is registered at the Land Registry *[with Title Absolute]* under title number *[insert title number]*.
- 17.4 *[‘The Others’ shall mean the co-owners of the Property namely [insert name(s)]]*.
- 17.5 *[‘The Attorney’ shall mean [insert name] who is the Resident’s attorney for property and affairs pursuant to a lasting power of attorney dated [insert date] and registered with the OPG on [insert date]]*.
- 17.6 *[‘The Deputy’ shall mean [insert name] who is the Resident’s deputy for property and affairs pursuant to a deputyship order dated [insert date]]*.
- 17.7 ‘The Initial Administration Fee’ shall mean the administration costs incurred by the Council in setting up this Agreement and registering the Charge namely the sum of {£250}.
- 17.8 ‘Valuation Fee’ shall be the reasonable cost incurred by the Council in obtaining a valuation of the Property.
- 17.9 ‘Other Fees’ shall mean the other administration costs incurred by the Council in relation to this Agreement namely:
- 17.9.1 {What}
- The rates for which will be as set out {where} and which shall vary {when} with the Resident notified of any variation, in advance by {how}.
- 17.10 ‘Administration Fees’ shall mean the Initial Administration Fee, any Valuation Fee incurred in accordance with clause 42 and any Other Fees.
- 17.11 ‘Interest Rate’ shall mean the present market gilt rate plus 0.15%.
- 17.12 ‘The Care Home’ shall mean *[insert name]* or any other care home where the Resident is accommodated pursuant to the Council’s Social Services and Well-being (Wales) Act power or duty to meet needs.

- 17.13 'Weekly Care Home Fees' shall mean the sum which the Council has determined the Resident will be charged per week in respect of their accommodation in the Care Home as calculated, from time to time, in accordance with the Care and Support (Charging)(Wales) Regulations 2015/1843 and the Care and Support (Financial Assessment)(Wales) Regulations 2015/1844.
- 17.14 'Additional Care Costs' shall mean the additional costs to be paid (by the Resident or by a third party) as a result of the Resident choosing more expensive care home accommodation and as provided for in the written agreement pursuant to regulation 4 of the Care and Support (Choice of Accommodation)(Wales) Regulations.
- 17.15 'Resident's Weekly Additional Care Costs' shall mean the Additional Care Costs payable by the Resident per week.
- 17.16 'Resident's Weekly Contribution' shall mean the sum which the Resident is required to contribute and which will not be deferred, calculated on a weekly basis pursuant to regulation 6 of the Care and Support (Deferred Payment)(Wales) Regulations 2015/1841 as the amount by which the Resident's assessed income exceeds the Appropriate Minimum Guarantee.
- 17.17 'Voluntary Payments' shall mean any sum, not including the Resident's Weekly Contribution, paid by the Resident or by any third party as part payment towards the Weekly Care Home Fees, [*and/or the Administration Fees*] [*and/or the Resident's Weekly Additional Care Costs*].
- 17.18 The 'Deferred Care Costs' for any period shall mean a sum calculated as follows:  
(Weekly Care Home Fees for that period [*+ the Resident's Weekly Additional Care Costs for that period*]) – (Resident's Weekly Contribution due for that period + any Voluntary Payments made during that period).
- 17.19 'The Charge' shall mean the legal charge secured on the Property in accordance with clause 38 below
- 17.20 'The Capital Limit' shall mean the relevant capital limit as set out in regulation 11 of the Care and Support (Charging)(Wales) Regulations 2015/1843.
- 17.21 'The Appropriate Minimum Guarantee' shall be calculated as provided for in Regulation 6 of the Care and Support (Deferred Payment)(Wales) Regulations 2015/1841.

- 18 As the context allows or requires:
- 18.1 Reference to the singular include the plural and vice versa.
  - 18.2 References to each gender include any other gender.
  - 18.3 References to persons includes individuals, forms, bodies corporate and other legal entities.
  - 18.4 References to clauses and recitals are to clauses, sub-clauses and recitals to this Agreement.
- 19 As the context allows or requires, reference to the Resident shall include *[[the Attorney / the Deputy] and]* any *[other]* attorney or deputy for property and financial affairs for the Resident appointed after the date of this Agreement.
- 20 Clause headings are for convenience only and shall not be taken into account in construing this Agreement.

### **Accommodation**

- 21 The Council will make arrangements for the Resident to be accommodated in the Care Home and the Council will contract with the Care Home for the provision of accommodation to the Resident.
- 22 This provision of accommodation under clause 21 shall continue until the first to occur of:
- 22.1 The death of the Resident;
  - 22.2 The Resident choosing not to be accommodated in a Care Home;
  - 22.3 The Resident no longer having an assessed need to reside in a care home;
  - 22.4 The Council no longer having a duty to meet the Resident's needs.

### **Payment**

- 23 The Resident shall pay the Resident's Weekly Contribution to the Council and:
- 23.1 The Council shall notify the Resident {how} {when} as to the Resident's Weekly Contribution which is payable.
  - 23.2 Payment of the Resident's Weekly Contribution shall be made {weekly/monthly}.

- 23.3 Payment shall be made by {method}.
- 23.4 Payment of the Resident's Weekly Contribution cannot be deferred.
- 24 *[Within 7 days of signing this Agreement the Resident shall pay to the Council the following sum[s]:*
- 24.1 *Initial Administration Fee.*
- 24.2 *Valuation Fee in relation to the pre-Agreement valuation obtained by the Council in accordance with clause 42.1 below].*
- 25 The Resident shall be liable to pay to the Council the Deferred Care Costs for the period when this Agreement is in force. Subject to clauses 28-33 below, these sums shall be deferred and shall be payable in accordance with clause 45. For the purposes of calculation of interest, any such sum shall form part of the deferred sum upon which interest is charged in accordance with clause 27 from the date that the care provision to which the sum relates is provided to the Resident.
- 26 In addition, the Resident shall be liable to pay the following to the Council. *[Subject to clauses 28-33 below, these sums shall be deferred and shall be payable in accordance with clause 45. Any such sum shall not form part of the deferred sum upon which interest is charged in accordance with clause 27 until {7} days after the invoice for the said sum is provided to the Resident. / These sums shall not be deferred and shall be payable within {30} days of the date of the invoice].*
- 26.1 *[Initial Administration Fee].*
- 26.2 *[Valuation Fee in relation to [the pre-Agreement valuation obtained by the Council in accordance with clause 42.1 and] [any [subsequent] valuation [other than the pre-Agreement valuation] obtained whilst this Agreement is in force by the Council in accordance with clause 42.2 or 42.3 below].*
- 26.3 Any sums invoiced to the Resident from time to time by way of Other Fees.
- 27 The Resident shall in addition pay the Council interests on all sums due and deferred in accordance with clause[s] 25 [and 26] above and:
- 27.1 Interest will be charged on all sums deferred in accordance with this Agreement from the date the sum is deferred.
- 27.2 Interest will be charged at the Interest Rate.

- 27.3 The Interest Rate is subject to change every six months (with rate changes taking effect from 1<sup>st</sup> January and 1<sup>st</sup> July each year).
- 27.4 Interest will be calculated every 4 weeks.
- 27.5 Interest will be calculated on a compound basis (ie each 4-weekly interest charge will be calculated by applying the Interest Rate to the total sum owing as at that date namely the total of all sums deferred and all previous interest charged and deferred).
- 27.6 [*Subject to clauses 28-33 below, interest charged will be deferred on the same terms as to repayment as set out in clause 45 and will form part of the sum secured by the Charge / the Resident shall pay the interest within {30} days of the date of the invoice.*]
- 27.7 Interest will be charged upon any deferred sums until the date that the sum is repaid in full.

#### **Further Deferred Sums**

- 28 The Council may, temporarily or permanently, refuse to defer further sums in the circumstances set out in clauses 29-32 below.
- 29 The Council will not defer any sums by way of Weekly Care Home Fees [*or by way of Resident's Weekly Additional Care Costs*] for any period that:
- 29.1 The Resident's weekly income is such that the Resident's Weekly Contribution equals the total of the Weekly Care Home Fees [*and the Resident's Weekly Additional Care Costs*];
- 29.2 The Resident does not have a need to reside in a care home; or
- 29.3 The Council does not have a duty to meet the Resident's needs.
- 30 The Council will not defer any further sums, {save for interest on sums already deferred}, in the event that:
- 30.1 The Resident breaches {specify which terms}, and
- 30.2 The Council has worked with the Resident to attempt to remedy the breach, and
- 30.3 The Resident has not remedied the breach to Council's satisfaction.



- 31 If, in accordance with clauses 40.5 or 41.2 or because the equity in the Property is fully exhausted, the Council concludes that the Property no longer provides sufficient security for further sums to be deferred, the Council will not defer any further sums.
- 32 The Council will not defer any further sums by way of Weekly Care Home Fees or Administration Fees once the Resident's net capital, calculated in accordance with Care and Support (Financial Assessment)(Wales) Regulations 2015/1844 and taking into account the sums already deferred, falls to the level of the Capital Limit and:
- 32.1 *[A decision by the Council on this basis not to defer any further sum by way of Weekly Care Home Fees or Administration Fees will not prevent the deferral of further sums by way of Resident's Weekly Additional Care Costs which will continue to be deferred until the total sum deferred exhausts fully the equity in the Property].*
- 32.2 A decision by the Council on this basis not to defer any further sum by way of Weekly Care Home Fees or Administration Fees will not prevent the deferral of further interest on the sums already deferred which will continue to be deferred until the total sum deferred exhausts fully the equity in the Property.
- 32.3 In the event that, prior to the termination of this Agreement, the Resident's capital increases to a level where the Resident's net capital, calculated in accordance with Care and Support (Financial Assessment)(Wales) Regulations 2015/1844 and taking into account the sums already deferred, exceeds the level of the Capital Limit then the Council will consider whether there is sufficient security for further sums to be deferred.
- 33 Prior to implementing any decision not to defer any further sums, the Council will give the Resident notice that the Council intends to stop deferring any further sums and the notice shall set out:
- 33.1 The date from which the Council will not defer any further sums.
- 33.2 Which sums the Council will not defer.
- 33.3 The circumstances, if any, in which the Council will defer further sums.
- 33.4 What sums, if any, the Resident will need to pay from the point that the decision not to defer any further sums takes effect. This shall be calculated following the Council undertaking a financial assessment in accordance with Care and Support (Financial Assessment)(Wales) Regulations 2015/1844.

### **Provision of accounts / invoices**

- 34 The Council will provide the Resident with an invoice when any Administrative Fees are incurred.
- 35 The Council will provide the Resident with {four-weekly} invoices showing the sums payable by the Resident in relation to the period covered by the invoice and showing which sums are deferred and which sums are not deferred and therefore must be paid within {30} days of the date of the invoice.
- 36 The Council will provide the Resident with a Statement of Account every six months during the time when this Agreement is in force and within 28 days of any request by the Resident. The Statement of Account will set out:
- 36.1 The amount deferred by way of Weekly Care Home Fees in the period since the last Statement of Account was provided.
- 36.2 The amount deferred by way of the Resident's Weekly Additional Care Costs in the period since the last Statement of Account was provided.
- 36.3 The amount of interest deferred in the period since the last Statement of Account was provided.
- 36.4 The amount deferred by way of Administration Costs in the period since the last Statement of Account was provided.
- 36.5 The amount deferred by way of Weekly Care Home Fees since the start of the Agreement.
- 36.6 The amount deferred by way of the Resident's Weekly Additional Care Costs since the start of the Agreement.
- 36.7 The amount of interest deferred since the start of the Agreement.
- 36.8 The amount deferred by way of Administration Costs since the start of the Agreement.
- 36.9 The total sum deferred since the start of the Agreement (ie the total that they owe).
- 36.10 An estimate of the equity remaining in the Property calculated taking into account the most recent valuation of the Property and the total sum deferred.
- 36.11 A projection setting out, approximately, when the Resident's capital is likely to fall to the level of the Capital Limit.

37 Following the death of the Resident, the Council shall provide the Resident's estate with a Statement of Account no earlier than 2 weeks after the death of the Resident unless the estate makes an earlier request for a Statement of Account.

### **Security**

38 The Resident consents to the Council securing a legal charge ('the Charge') on the Resident's interest in the Property to secure payment of all sums due from the Resident under this Agreement and:

38.1 *[The Resident agrees that the Charge shall have priority over and rank before any other charge or other sum secured on the Property].*

38.2 *[The Resident / the Attorney / the Deputy] will, on any request by the Council, promptly sign any document necessary to enable the Council to secure the Charge.*

39 *[The Others consent to the Council securing a legal charge ('the Charge') on the Resident's interest in the Property to secure payment of all sums due from the Resident under this agreement and:*

*39.1 The Others agree that the Charge shall take priority over and rank before any interest the Others have in the Property.*

*39.2 The Others will, on any request by the Council, promptly sign any document necessary to enable the Council to secure the Charge].*

*39.3 The Others agree not to object to a sale of the Property at the point the sums charged on the Property become payable in accordance with clause 45 below.*

40 The Resident shall keep the Property maintained in *[a good and reasonable state of repair / its current state of repair]* and

40.1 The Resident shall permit the Council to inspect the condition of the Property on an annual basis.

40.2 The Council shall give the Resident 30 days notice of the date of any such inspection.

40.3 If the Council considers that the condition of the Property is unsatisfactory, the Council shall promptly inform the Resident of the areas of concern, the steps to

be taken to remedy the concerns and the timescale for the concerns to be remedied.

40.4 In addition to the annual inspections, in the event that the Council has notified the Resident that the condition of the Property is unsatisfactory, the Resident shall permit the Council to undertake further inspections as requested by the Council in order to inspect the progress of any remedial works.

40.5 In the event that the Resident does not remedy any concerns about the condition of the Property within the timescale identified by the Council, the Council will consider whether the Property represents sufficient security for further sums to be deferred in accordance with this Agreement and, if not, Council will not defer any further sums until such time as it is satisfied that adequate security is in place.

41 The Resident shall keep the Property fully insured and:

41.1 The Resident shall provide the Council with a copy of any certificate of insurance for the Property forthwith upon the insurance being entered into and within 7 days of any request by the Council.

41.2 In the event that the Resident does not, upon any request by the Council, provide the Council with a certificate showing sufficient insurance is in place for the Property, the Council will consider whether the Property represents sufficient security for further sums to be deferred in accordance with this Agreement and, if not, the Council will not defer any further sums until such time as it is satisfied that adequate security is in place.

42 In order to ensure that the security provided by the Charge is sufficient for future sums to be deferred, the Council will keep under review the value of the Resident's interest in the Property and:

42.1 Prior to entering into this Agreement the Council will obtain a valuation of the Property and the Council entering into this Agreement represents an agreement by the Council that the Resident's interest in the Property is sufficient for this Agreement to be entered into.

42.2 When the amount deferred, including interest, reaches 50% of the value (as at the date of this agreement) of the Resident's interest, the Council will obtain a further valuation of the Property.

- 42.3 The Council will from time to time obtain a further valuation when the Council considers it reasonably necessary taking into account the sum deferred to date and any general movements in the property market.

### **Use of Property**

- 43 The Resident shall not rent out the Property or allow any person to occupy the Property without first obtaining the Council's consent and:
- 43.1 Consent shall be sought by contacting the Council in writing by {how}.
- 43.2 If consent is sought to rent the Property, the request must be accompanied by a copy of the proposed tenancy agreement which must specify the rent to be charged.
- 43.3 The Council shall not unreasonably withhold consent.
- 43.4 The Council shall grant/refuse consent in writing.
- 43.5 The Council shall specify, in any consent granted, the scope of the consent and what proportion of any rent the Resident will be permitted to retain without it being taken into account as income as set out in clause 43.6.2.
- 43.6 If consent to rent the Property is given:
- 43.6.1 The Resident shall provide the Council with a copy of any signed tenancy agreement within 7 days of it being signed and shall notify the Council within 7 days in the event of the tenant vacating the Property.
- 43.6.2 The rent received by the Resident will be taken into account as income (less the proportion which the Council has permitted the Resident to retain as in clause 43.5) for the purposes of assessing the sum that the Resident must pay by way of the Resident's Weekly Contribution.
- 43.6.3 The Council will undertake a financial re-assessment to calculate the sum payable by way of the Resident's Weekly Contribution and shall notify the Resident, in writing, of the sum payable.

### **Disposal of Property**

- 44 The Resident shall notify the Council in advance if they intend to sell, give away or otherwise dispose of the Property or their interest in the Property and:
- 44.1 The Resident shall notify the Council of the identity of any estate agents acting in the sale of the Property within 7 days of the agents being instructed.

- 44.2 The Resident shall notify the Council of the identity of any solicitors acting for the Resident in relation to any sale or disposal within 7 days of the solicitor being appointed.
- 44.3 The Resident shall provide the Council with {how frequent} updates in relation to the progress of the sale/transfer of the Property and shall respond promptly to any request by the Council for further information.

### **Repayment**

- 45 All sums deferred will fall due for payment on the first to occur of:
- 45.1 The sale of the Property or of the Resident's interest in the Property.
- 45.2 The disposal of the Property or of the Resident's interest in the Property.
- 45.3 The day 90 days after the death of the Resident.
- 46 If the sums deferred fall due following the death of the Resident (ie in accordance with clause 45.3 above) the Council will consider the steps being taken to pay the sums due and if the Council considers that active steps are not being taken to pay then the Council may initiate legal proceedings to recover the sums due. In particular, the Council is likely to initiate proceedings if it concludes that the executor/administrator of the Resident's estate is wilfully obstructing the sale of the Property and/or is failing to market the Property for sale in circumstances where there is no other method proposed to pay the sums due to the Council.
- 47 If the sums deferred fall due following sale or disposal (ie in accordance with clause 45.1 or 45.2 above) in circumstances where the entire sum due is not paid at the point of sale/disposal, the Council {may/is likely to} initiate legal proceedings to recover the remaining sum due.

### **Termination**

- 48 The Resident may notify the Council that they wish to terminate this Agreement at any time by providing notice in writing, to the Council at {insert contact details} at least {14} days before they wish to terminate the agreement stating the proposed termination date.

- 49 This Agreement shall be terminated once the Resident has paid to the Council all sums owing under this Agreement.
- 50 In the event that the Resident notifies the Council that they wish to terminate the Agreement, the Council will:
- 50.1 Not defer any further sums from the proposed termination date;
- 50.2 Provide the Resident, within 7 days of receipt of the notice to terminate, with a Statement of Account showing all sums owing under this Agreement as at the proposed termination date and how payment must be made.
- 51 Upon the Resident both providing notice that they wish to terminate the Agreement and paying of all sums owing under this Agreement, the Council shall forthwith remove the Charge and shall notify the Resident that the Charge has been removed and the Agreement terminated.

### **Costs**

- 52 Each party shall bear their own costs in relation to the negotiation, execution and implementation of this Agreement save that the Resident shall be liable to pay the Administration Fees as set out in this Agreement.

### **Entire Agreement**

- 53 Each party acknowledges that they have not relied upon or been induced to enter into this Agreement by a representation except to the extent that the representation is expressly stated in this Agreement. Neither Party will be liable to the other Party (in equity, contract or tort, under the Misrepresentation Act 1967 or in any other way) for a representation that is not expressly stated in this Agreement. This clause does not affect a Party's liability in respect of a fraudulent misrepresentation or its own wilful default in this regard.

### **Governing Law and Jurisdiction**

- 54 This Agreement and any obligation, dispute or claim (including non-contractual litigations, disputes or claims) arising out of or in connection to it is governed by and shall be construed in accordance with the law of England and Wales as in force in Wales.

55 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter of formation.



## ANNEX A

56 As at the date of this Agreement:

56.1 The value of the Property is [insert amount]

56.2 The value of the Resident's interest in the Property, after taking into account notional costs of sale at [ ]% is [insert amount]

56.3 The Capital Limit is £50,000.

56.4 The Appropriate Minimum Guarantee is

56.5 The Care Home is [insert name].

56.6 The Weekly Care Home Fees

56.7 The Resident's Weekly Additional Care Costs

56.8 The Weekly Contribution

56.9 The Weekly Deferred Sum

57 As at the date of this Agreement:

<b>Item</b>	<b>To be deferred?</b>
Weekly Care Home Fees	Yes
Resident's Weekly Additional Care Costs	<i>Yes/No</i>
Interest	<i>Yes/No</i>
Initial Administration Fee	<i>Yes/No</i>
Valuation Fee – pre agreement valuation	<i>Yes/No</i>
Valuation Fee – further valuation(s)	<i>Yes/No</i>
Other Fees	<i>Yes/No</i>