

DEFERRED PAYMENTS AGREEMENT

["to be read in conjunction with the Accompanying Notes attached"]

THIS IS AN AGREEMENT which starts on 20

BETWEEN:

- (1)("the Resident") and
- (2) Blackpool Borough Council and
- (3)("the Mortgagee") and [Optional]
- (4)("the Co-owner") [Optional]

For the purpose of deferring residential care payments owned by the resident to Blackpool Borough Council

1. RESIDENT'S AGREEMENT

1.1 The Property

The Resident has a beneficial interest in

.....

("the Property") which is registered at the Land Registry with Title Number

The Property was the Resident's only or main residence

The Property is [subject to a Legal Charge in favour of the Mortgagee] [and is also subject to the beneficial interest of the Co-owner] – **Optional – delete items in square brackets if not applicable**

1.2 The Care Home

The Resident has agreed for Blackpool Borough Council to make arrangements for his/her residential accommodation, and for Blackpool Borough Council, on the Resident's behalf, to enter into a contract with an appropriate care home to this effect under section 21 of the National Assistance Act 1948.

1.3 Delaying Payment of some of the Fees

The Resident understands that he/she is responsible for paying the Care Home's fees. However, the Resident cannot afford to pay the full fees now because his/her current income is insufficient. The Resident wishes to pay some of the fees from now on and the remainder of the fees in the future.

1.4 Who pays what?

The Care Home's fees are £ per week*

The Resident's assessed [provisional] contribution is..... £ per week*

The Resident's Third Party Contribution is £ per week*
OR

The Resident's First Party Contribution is £ per week*

Blackpool Borough Council will pay on behalf of the Resident the difference of £ per week plus the First Party contribution of £ per week if applicable*

[*These fees and contributions will be subject to change over the period of the Agreement and you will be expected to pay these fees and contributions accordingly. By signing this Agreement you are agreeing to pay the fees and contributions. Individual agreements may need to be amended to reflect other contributions]

1.5 Ending the Agreement and Repaying Blackpool Borough Council

The Resident understands that he/she has the right to bring this Agreement to an end by giving notice to Blackpool Borough Council at any time, in which case he/she will state the date on which the Agreement ends. The Resident will then repay the total amount that he/she owes to Blackpool Borough Council up to that date. If the Resident does not he/she agrees that Blackpool Borough Council can charge interest of 1% above the Bank of England's Base Rate for every day that he/she is late in repaying Blackpool Borough Council from the day after the Agreement has ended or if the property is sold the Resident understands that this Agreement will end upon the date of completion of the sale and the Resident will then repay the total amount that he/she owes to Blackpool Borough Council up to that date. If the Resident does not he/she agrees that Blackpool Borough Council can charge interest of 1% above the Bank of England's Base Rate for every day that he/she is late in repaying Blackpool Borough Council from the day after the sale is completed.

Further, the Resident understands that this Agreement will also end upon the date of his/her death in which case he/she agrees that his/her estate will pay the total amount that he/she owes Blackpool Borough Council up to that date within 56 days of his/her death. Interest will become payable from the 57th day after the Resident's death at the rate of 1% above the Bank of England's Base Rate.

1.6 Placing a Legal Charge on the Property

The Resident agrees that Blackpool Borough Council can place a Legal Charge on the Property as security for the money that Blackpool Borough Council pays for him/her under the Agreement.

1.7 No other Beneficial Interest

The Resident confirms that there is no other beneficial interest whether by way of mortgage or otherwise affecting the property which will require the consent of any other third party to the creation of the Legal Charge which will be created by this Agreement.

[Optional – if this clause is applicable please delete the sections below entitled Mortgagee and Co-owners]

1.8 Independent Advice

The Resident has been advised by Blackpool Borough Council to seek independent legal and financial advice before signing this Agreement.

1.9 Valuation

The Resident and the Council have agreed the estimated value of the property to be [] at the date of the Agreement and this will be reviewed annually.

1.10 State of Repair

The Resident shall during the continuance of this security keep the property in good and substantial repair

1.11 Insurance

The Resident shall insure the Property in the joint names of the Resident and the Council or with the interest of the Council endorsed on the policy of insurance and keep the Property comprehensively insured against loss or damage to the full replacement value thereof **PROVIDED THAT** all monies received under any such insurance in respect of loss or damage by fire or otherwise to the Property or any part thereof shall be applied either in making good the loss or damage in respect of which the money is received or in towards discharge of the monies for the time being owing to the Council following discharge of any other charges ranking higher in priority than the Council's charge

1.12 Restriction on Disposal

Whilst this Agreement remains in force the Resident shall not have any power to dispose of the Property or any estate or interest in it or share or part with possession or occupation of it without the consent in writing of the Council and the Council and the Resident will apply to the Chief Land Registrar to enter on the register of the title of the Property a restriction on the following terms:-

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated _____ in favour of Blackpool Borough Council referred to in the Charges Register”.

2. MORTGAGEE’S AGREEMENT

[Optional – please delete if no mortgages]

The Mortgagee acknowledges and consents to the Resident entering into the terms of this Agreement and consents to the registration at the Land Registry of the Legal Charge which will be created under the terms of this Agreement.

3. CO-OWNER’S AGREEMENT

[Optional – please delete if no Co-owner]

The Co-owner consents to the Resident entering into the terms of this Agreement. The Co-owner agrees that he/she will join as a party to the Legal Charge which will be created under the terms of this Agreement. The Co-owner agrees that he/she will do all things necessary and sign all forms of consent appropriate to securing the registration of the Legal Charge in favour of Blackpool Borough Council under the terms of this Agreement.

The Co-owner has been advised by Blackpool Borough Council to seek independent legal and financial advice before signing this Agreement and in context “independent advice” means advice from an advisor who is neither related to or acting on behalf of the Resident.

Signed

Name

Authorised Officer of Blackpool Borough Council

Signed

Name

The Resident or their authorised Representative (attorney/Deputy)

Signed

Name

The Co-owner

Signed

Name

Authorised Representative of the Mortgagee