### **PIC0202 Powerpoint Presentation 024**

**Policy for Deferred Payments Scheme**

**8th April 2024**

SOCIAL

SERVICES  
COMMUNITY SERVICES DIRECTORATE

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Version number:** | 1 | | | **Date Written:** | | | April 2016 |
| **Date Approved:** | | |  |
| **Status:** | Approved | | | **Date of Issue:** | | | 11th April 2016 |
| **Review Date:** | | | April 2025 |
| **Approved by:** |  | | | | | | |
| **Author:** | Deb McAuliffe | | | | | | |
| **Supporting documents:** | |  | | | |  | |
| **Equality Impact Assessment** | | | **Approved by:** | |  | | |
| **Date:** | |  | | |
| **Change history** | **Dates reviewed:** | | | | **Outcome of review:** | | |
| April 2017  April 2019  April 2020  April 2021  April 2022  April 2023  April 2024 | | | | Updated figures and rates  Updated figures and rates  Updated fees  Updated fees  Updated fees  Updated fees  Updated fees | | |

This policy refers to individuals for who care and support is being or may be provided or arranged by Blaenau Gwent Social Services under Part 4 of the Social Services and Well-being (Wales) Act 2014.

The deferred payments scheme is for individuals entering residential accommodation who have a property that is unoccupied and is taken into account in their financial assessment. Under this scheme the individual can defer or delay the need to sell their property to meet their care costs.

By entering into a deferred payment agreement with Blaenau Gwent the individual can delay or defer paying some or all of their costs until a later date so the property can be sold after their admission into a care home.

A deferred payment agreement can last for the whole period of an individual’s stay in a care home or for as long as they wish. The deferred payment will provide them with the flexibility to sell their property when they chose to do so.

|  |  |  |
| --- | --- | --- |
| **Contents** | | Page |
| 1 | Legal Status | 1 |
| 2 | Eligibility Criteria | 1 |
| 3 | Mental Capacity Act | 3 |
| 4 | When the council can decline a deferred payment application | 4 |
| 5 | Circumstances in which Blaenau Gwent may stop deferring care costs | 4 |
| 6 | Information for Individuals who have eligible care needs | 5 |
| 7 | Deferred Payment and the 12 week Property Disregard | 6 |
| 8 | Making the Agreement and Timescales | 7 |
| 9 | Deciding not to sell and refusing a Deferred Payment Agreement | 7 |
| 10 | Contributing to care costs from other sources | 8 |
| 11 | Types of property ownership | 8 |
| 12 | Valuation of property | 9 |
| 13 | Calculating the maximum Deferred Payment Loan | 10 |
| 14 | The Land Search | 11 |
| 15 | The Legal Agreement | 11 |
| 16 | Periodic Statement | 11 |
| 17 | Re-valuation of the Property | 11 |
| 18 | Benefits Entitlement | 12 |
| 19 | Termination of the Deferred Payment Agreement | 12 |
| 20 | Increased Minimum Income amount (MIA) | 13 |
| 21 | Notification on reaching the maximum deferred amount | 13 |
| 22 | Terminating the Deferred Payment agreement due to the sale of the property before death | 14 |
| 23 | Terminating the deferred payment Agreement due to the sale of the property after death | 15 |
| 24 | Removing the Charge with the Land Registry | 15 |
| 25 | Continuing Healthcare (CHC) | 16 |
| 26 | Appeals | 16 |
| 27 | Schedule of Administration Charges & Interest Rates | 17 |
| 28 | Useful Information | 18 |
|  |  |  |

1. **1 Legal Status** 
   1. The Social Services and Well-being Act 2014, requires local authorities to offer a Deferred Payment Agreement to allow individuals to defer the sale of their home where it is needed to fund care fees. The Care and Support (Deferred Payment) (Wales) Regulations 2015 set out the legal framework and local authorities responsibilities in greater detail. The new legal duties came into force on 6th April 2016.
   2. The regulations require local authorities to offer deferred payments to individuals who meet certain eligibility criteria and who are able to provide adequate security for the amount being deferred, so that they can be confident that the amount deferred will be repaid in the future. A deferred Payment Agreement is available to individuals who have their care and support in a care home arranged by Social Services and also for individuals who arrange and pay for their own care and support subject to the eligibility criteria.
   3. These agreements can be retained until the individual dies, with the amount repayable from their estate, but can also be offered to individuals who decide to sell their home whilst still alive
2. **Eligibility Criteria for a Deferred Payment**

2.1A Deferred Payment Agreement can provide additional flexibility for when and how an individual pays for their care and support and is designed to prevent individuals from being forced to sell their home in their lifetime to meet the cost of their long term care in a care home.

2.2 The local authority must offer a deferred payment to people who meet the eligibility criteria set out below:

* + 1. an individual whose needs are to be met by the provision of care and support in a care home; (This should comply with the Care and Support (Choice of Accommodation) (Wales) Regulation 2015)
    2. who has less than or equal to the capital limit in assets excluding the value of their home (i.e. savings and other non-housing assets); and
    3. whose home is not disregarded, for example it is not occupied by a spouse or dependent relative as defined in the regulations on charging for care and support;

Additionally:

* + - the individual must have a beneficial interest in the property which they occupy as their home, or which they used to occupy as their home;
    - the value of this interest has not been disregarded in the financial assessment;
    - the individual’s weekly assessed income is insufficient to meet the full care costs for their residential accommodation in a care home;
    - the individual or their legal representative must consent to the agreement and all of the terms and conditions included in the deferred payment agreement offered;
    - The Deferred Payment must be signed by the individual, if they have capacity to make the decision or by their legal representative
    - the local authority has obtained consent from any other person who it considers has an interest over the property and which it considers may prevent it from realising the sale of the property or recovering any deferred amount;(Please see Deferred Payments Agreement).
    - the local authority is able to create a charge over the property and that it takes priority over and ranking before any other interest or charge on the property;
    - there should be no outstanding mortgage on the property (the authority may at its discretion accept a mortgaged property as security providing that the outstanding amount is sufficient to meet the criteria for self-funding for at least six months’);
  1. The authority will require a weekly assessed contribution to be made from the individual’s income and non-property assets towards the cost of their care with the remaining amount of the care fees being the amount deferred
  2. The individual will need to complete (in full) an application form for the Deferred Payment Scheme and provide all relevant information in relation to their financial circumstances

1. **Mental Capacity**
   1. *Definition*

3.1.1 The Mental Capacity Act 2005 (MCA) applies to care, treatment and support of people aged 16 years and over, in England and Wales, who are unable to make some or all decisions for themselves.

3.1.2 The Act is accompanied by a Statutory Code of Practice which explains how the MCA works on a day to day basis and provides guidance to all those working with, or caring for, people who lack capacity. The Code has statutory force so that all staff who are employed in health and social care are legally required to ‘have regard’ to the MCA Code of Practice.

* 1. .*Where the person lacks the ability to enter into a Deferred Payment Agreement*

3.2.1 If an individual lacks the mental capacity to make decisions about their finances they cannot be compelled to enter into an agreement they are not able to understand. If there is no one legally empowered to support the individual, then their family / a representative or as a last resort Blaenau Gwent should make an application to obtain a Deputyship Order for Property and Affairs to support their best interests.

3.2.2 While the Deputyship is being obtained Blaenau Gwent will pay any care home costs that the individual cannot meet themselves and will provide regular invoices detailing the charges to the person who is applying for Deputyship.

3.2.3 The person who is applying for the Deputyship Order will be asked to sign an undertaking that they will pay the care fees. In addition, Blaenau Gwent will require the person applying for the order to ensure that the authority is granted interested party status in respect of the application. The person upon request will be required to provide evidence to Blaenau Gwent that the application has been made and the subsequent progress of the application.

3.2.4 When the Deputyship is granted the Deputy should pay any outstanding fees to Blaenau Gwent and consider if they wish applying for a Deferred Payment Agreement.

3.2.5 If the Deputy does not apply for a Deferred Payment Agreement or pay the outstanding and ongoing care fees for the individual then the Deputy will be reported to the Office of the Public Guardian. The Debt Recovery process for the authority will be instigated (which may include obtaining a County Court Judgement) to recover the unpaid care fees.

1. **Ability to Refuse a Deferred Payment Agreement**
   1. The Local Authority may refuse to allow a deferred payment in the following circumstances:
      * the authority is unable to secure the consent of another person with an interest in the property to placing a charge on it, or where it cannot obtain a priority or ranking first charge on the property;
      * an individual’s capital, other than the value of the property, is above the capital limit, or where their weekly assessed income is sufficient to meet their care costs, so that they are able to afford the full cost of the residential accommodation without the need for an agreement;
      * the individual does not agree to the terms and conditions of the deferred payment agreement, such as refusing to insure and maintain the property;
      * the individual lacks capacity and there is no appointed deputy to act on their behalf;
   2. In any circumstance where any of the eligibility criteria for a deferred payment is not met, the authority can consider the nature of the non-compliance and whether to exercise discretion to offer a deferred payment agreement.
2. **Circumstances in which Blaenau Gwent may stop deferring care costs.**
   1. Blaenau Gwent may refuse to defer any further care costs for an individual who has an active deferred payment agreement; this may be permanent or temporary and will be determined by whether the reason for the change in the individual’s circumstances is permanent or temporary. The authority will not demand repayment of the whole required amount deferred in these circumstances and repayment of that amount is still subject to the usual terms of termination of the agreement.
   2. Blaenau Gwent will provide advance notice that further deferred payments will cease and provide the individual with an indication of how their care costs will be met in the future.
   3. Other circumstances in which a local authority may refuse to defer any further care costs include:
      * when an individual’s total capital (including the value of the remaining equity in their property once the required amount deferred is taken into account) falls to the level of the capital limit so that the individual becomes eligible for local authority support in paying for their care and support costs;
      * when an individual’s weekly assessed income becomes sufficient for them to meet the full cost of their care and support in a care home;
      * where an individual no longer has need for care in a care home;
      * if an individual breaches the terms and conditions of their agreement and the local authority’s attempts to resolve the breach are unsuccessful;
      * if the value of the property subsequently becomes disregarded for any reason and the individual then qualifies for support from the local authority in paying their care costs including but not limited to:
        + where a spouse of dependant relative (as defined in the Financial Assessment Regulations) has moved into the property after the agreement has been made;
        + where a relative who was living in the property at the time of the agreement subsequently becomes a dependant relative (as defined in the Financial Assessment Regulations)
3. **Information and Advice for Individuals’ with eligible care needs**
   1. In order to be able to make well informed choices, it is essential that individuals are able to access appropriate information, this includes:
      * the criteria governing the eligibility for entering into an agreement;
      * the requirement that must be adhered to for the duration of the agreement;
      * the care costs to be deferred and the requirement that these costs must be repaid at a later date from the sale of their property (including following the death of the individual);
      * the security the authority is prepared to accept;
      * the amount that can be deferred under the agreement, this will be governed by the level of their care costs and the value of the property they have an interest in;
      * the implications that a deferred Payment Agreement will have on their income, their entitlement to welfare benefits and charging;
      * the advantages and disadvantages of entering into a Deferred Payment Agreement and other options that may be available to them as a way of paying for their long term care and support;
      * the circumstances where the authority may cease to defer any further care costs (see termination of the Agreement);
      * how the agreement can be terminated and what happens on termination, including options on how the amount due can be repaid;
      * what happens if the required amount due is not repaid in full within the set timescales;
      * independent financial advice and / or independent legal advice before entering into a Deferred Payment Agreement;
      * the conditions that the individual must comply with in relation to maintain and insuring the property;
   2. Regular information will be provided to the individual or their legal representative when the Deferred Payment Agreement commences, throughout the course of the Agreement, and when it terminated. This will include:
      * the 12-week property disregard where eligible;(see paragraph 6)
      * the legal and administration charges involved in setting up the Deferred Payment Agreement;
      * the ongoing administration costs;
      * that interest will be applied from day one of the agreement and that this will be compounded;
4. **Deferred Payments and the 12 Week Property Disregard**
   1. The 12-week property disregard is intended to allow individuals time when entering into long term care to make informed decisions as to how best to meet the contribution towards the cost of their care needs.
   2. The authority will not include the value of an individual’s main or only home when the value of their non-housing assets is below the capital limit:
      * for the first 12 weeks after they enter a care home as a long-term permanent resident; or
      * subsequently enter long term care after a stay of less than 12 weeks, so they would receive the balance of the 12-week disregard;
      * where a property disregard was applicable due to qualifying relative and the circumstances of the qualifying relative changes, i.e. they move into a care home;
5. **Making the Agreement and Timescales**
   1. Where an individual chooses to enter into a Deferred Payment Agreement, Blaenau Gwent will aim to have the agreement finalised and in place by the end of the 12-week disregard period.
   2. When the authority organises long term care in a care home for an individual who has capital (including their former home) in excess of the upper capital limit (self-funders) the 12-week property disregard will be automatically applied to the financial assessment. These individuals can then decide to apply for a Deferred Payment Agreement.
      * If an individual who has capital above the capital limit does not complete an application for a Deferred Payment in sufficient time for it to be processed within the 12-week disregard period or decides not apply for a Deferred Payment the authority will discuss with the individual or their representative the options available to them, this will include ending the council contract and them becoming self-funding.
6. **Deciding not to sell and refusing a Deferred Payment Agreement**
   1. If the individual does not want to sell their property and chooses not to take advantage of the Deferred Payment scheme, they will be deemed to be able to pay the full cost of their care and will be charged as such.
   2. The authority will discuss the options with them or their representative; this will include ending the contract they have with the council which will result in the individual becoming self-funding. The authority will ensure that all options have been discussed and seek to confirm that the individual has sought suitable legal and financial advice before reaching their decision.
   3. If the individual does not pay the full cost of their care arranged by the council, then the debt will be pursued through the Blaenau Gwent debt recovery process.
   4. As part of the debt recovery process the individual will again be offered to enter into a Deferred Payments Agreement to address the outstanding debt and possible ongoing care costs.
7. **Contributing to care costs from other sources**
   1. An individual may choose to keep less of the appropriate minimum guarantee should they wish. This is advantageous for the individual in as much as they would be contributing more on a weekly basis to their care costs from their weekly income and thereby reducing the amount of care costs being deferred.
      * If the individual still does not wish to sell their property there are other options available to them to which could be considered, such as renting the property.
      * This decision must be the individuals and they will be responsible for the general maintenance of the property etc.;
      * If this option is chosen Blaenau Gwent will require sight of the tenancy agreement.
8. **Types of Property Ownership**

|  |
| --- |
| **Sole Ownership**  This refers to an individual who owns their own property outright, with no other owners. This is typically suitable for a Deferred payment Agreement and requires no special treatment. |
| **Jointly Owned**  This means that if two people own a property as Joint Tenants and one of them dies, the survivor automatically becomes the sole owner, owning 100% of the property and the deceased and the deceased’s estate owns 0%. This means that the deceased cannot leave the property in his / her Will, as they no longer own any interest in the property. |
| ***To access the Deferred Payments Scheme all parties will have to agree to Blaenau Gwent placing a legal charge on the property.*** |
| **Tenants in Common**  This is where each party owns a defined share in the property; this can be two or more persons. The total shares in the property will add up to 100%. Each person can dispose of their share however they chose. |
| ***To access the Deferred Payment Scheme all parties who are tenants in common will need to agree to Blaenau Gwent placing a legal charge on the property.*** |
| **Unregistered Land**  If the property being proposed as security for the Deferred Payment Agreement is unregistered (not registered with the Land Registry) it will need to be registered by the owner (at their expense) before the application for a Deferred Payment can be progressed. |

1. **Valuation of Property**
   1. Blaenau Gwent Council will require a professional valuation of the property for the Deferred Payment Scheme application and will require updated professional valuations during the lifetime of the agreement.
   2. The valuation will be undertaken by a member of the Council’s Estates section and the cost of the valuation will be passed onto the individual as part of the administrative costs associated with the setting up and ongoing running of the Deferred Payment Agreement. If the Deferred Payment Agreement does not proceed the cost of the valuation will still be payable by the individual or their representative.
   3. The individual or their representative can request an independent valuation if they so wish. This will be carried out by the District Valuer and any associated costs will be payable by the individual or their representative.

* 1. Blaenau Gwent will not accept a professional valuation undertaken more than 12 weeks prior to an application for a Deferred Payment.

1. **Calculating the maximum Deferred Payment Loan**
   1. The property valuation will determine the maximum amount of equity the individual can draw upon, this plus any savings or assets will be used to set the Lending Limit of the Deferred Payment Agreement.
   2. The calculation used to determine the available Equity is detailed below:

|  |  |
| --- | --- |
| **Value of Property (A)**  Less any encumbrance secured on the applicants share. | (A)  £ |
| The applicants share of the property  (B %) | B% of £A = £C |
| Minus 10% for estimated costs of sale | 10% of £C = £D |
| Minus the Capital Limit (CL) = available Equity (E) | £D - £CL = £E |

* 1. The equity calculation allows for any potential costs from the sale of the property by deducting 10%. This is only for calculation purposes, when the property is sold the actual costs incurred will be used (up to 10%) when assessing the individual’s available capital.
  2. If the property was purchased through “Right to Buy”, the valuation will be reduced by any amounts outstanding on any loan or mortgage and of any repayment requirements under “Right to Buy”;
  3. Once the deferred costs exceed 50% of the security (and periodically thereafter) Blaenau Gwent will reassess the value of the property used as security in the Deferred Payment Agreement. This will be compared to the capital limit at that particular time; this will ensure that the individual is left with the correct level of equity in their property.

1. **The Land Search**
   1. Blaenau Gwent will undertake its own enquiry with the Land Registry
   2. If the response is that the property is registered and the individual making the application is the sole owner the Deferred Payment Agreement application can progress.
   3. If the response is that the property to be used as security is unregistered the Deferred Payment Agreement cannot be progressed. The property will need to be registered by the owner (at their expense) before the application can proceed any further. The Council can arrange to do this on the individual’s behalf at their own expense.
   4. If the response is that the property is in joint names then written agreement to register a charge must be obtained from all registered proprietors, to enable to application to proceed.
2. **The Legal Agreement**
   1. Blaenau Gwent requires the individual or their legal representative to enter into a Legal Agreement confirming that they wish to take advantage of the Deferred Payments Scheme and that all the implications have been explained. Any co-owners or persons who have an interest in the property will have to sign the Agreement.
3. **Periodic Statement** 
   1. The authority will provide a written statement to the individual or their legal representative every six months. This statement will include the amount of outstanding debt and will include any legal or administrative charges and the interest rate. The statement will also show the rate at which the deferred sum is growing and give an estimate as to the length of time the equity and other assets is likely to remain above the capital limit.
4. **Re- valuation of the Property**
   1. Blaenau Gwent will reassess the value of the property used as security in the Deferred Payment Agreement on an annual basis. The cost of the valuation will be at the expense of the individual and will be included in the administration charges.
   2. The re-valuation figure will be used to recalculate the equity available. A decrease in the value of the property will mean that the equity limit may be reached earlier than expected or an increase will mean that the Deferred Payment Agreement can continue for longer that originally projected.
5. **Benefits Entitlement**
   1. An individual who has entered into a Deferred Payment Agreement is technically funding their own long term care with the deferred sum (loan) to be paid at a later date. As such they are likely to be entitled to Attendance Allowance, Disability Living Allowance (care component) or Personal Independence Payment.
   2. Blaenau Gwent will support where necessary the individual or their legal representative to apply for these benefits. However, the claimant remains responsible for notifying the Department for Work and Pensions of any changes to their circumstances which may affect their entitlement.
   3. Blaenau Gwent will assume that these benefits have been applied for and are in payment to the individual.
6. **Termination of the Deferred Payment Agreement**
   1. Depletion of Equity

When the remaining equity value reduces to the lower capital limit the individual or their representative will be offered support, where required, to make a claim for state benefits e.g. Pension Credit. In order to make the claim the following documentation will be required:

* a current professional valuation
* a copy of the entry held by the Land Registry, or a letter from Blaenau Gwent acknowledging the council’s interest in the property.
* A calculation detailing the amount of debt currently accrued against the property.
  1. On completion of the benefit claim the final “comments” box should be annotated with the following wording or similar.

Mr / Mrs (name) is the owner of the property detailed in this application form. The property is not being actively marketed for sale; the value of the property is now {XXXX}. I would be grateful if you would regard this as a valid claim for {benefit being applied for XXXXXX}. Evidence to support this is attached which confirms the value of the current equity in the property i.e. current valuation, copy of the entry held at the Land registry relating to the property (or letter from Blaenau Gwent and confirmation of the current debt accrued against the value of the property.

* 1. In the event of the benefit claim being rejected on the grounds that the property is not being marketed for sale a request for reconsideration of the claim should be resubmitted as soon as possible.

1. **Increased Minimum Income Amount (MIA)**
   1. When calculating an individual’s contribution towards their care costs an individual must be left with a prescribed Minimum Income Amount (MIA) as determined by Welsh Government.
   2. However this amount may not be sufficient for individuals who own a property who may have to pay for the maintenance and general up keep of their former home. In such cases the authority has the discretion to allow a higher MIA.
   3. On leaving the Deferred Payment Scheme (or if the agreement is frozen) the MIA will revert to the standard amount as determined by Welsh Government.
2. **Notification on reaching the maximum deferred amount**
   1. The Deferred Payment Agreement will be reviewed on an annual basis. The remaining equity will be determined and a revised projection completed of how long the loan will continue before the deferred debt will reach the maximum amount of loan. This projection will be included in the annual statement sent to the individual or their representative.
   2. The Deferred Payment Agreement and its likely duration should be discussed at the individual’s annual care review. This should include a discussion about the ongoing cost of care with the individual or their representative and the viability of any top-ups and what will happen if the ongoing care costs cannot be met. Consideration should be given to the possibility of the individual having to move to a less expensive care home.
   3. Once the equity reaches the capital limit the individual becomes eligible for assistance towards the cost of their care from Blaenau Gwent. The individual will pay their assessed contribution and the council will fund the difference.
   4. The council is required to give 30 days formal notice in writing when the Deferred Payment agreement has reached its lending limit. This will also confirm the arrangements in place for the funding of any future care costs.
   5. Interest and administrative charges will still accrue after the equity limit has been reached.
   6. The Deferred Payment Agreement will only be terminated once the full amount due (including care costs, interest accrued and any administrative or legal fees due) has been paid to the Council.
3. **Terminating the Deferred Payment Agreement due to the sale of the property before death**
   1. The council will cease deferring the care costs 30 days after the sale of the property.
   2. The proceeds of the property sale, as detailed on the completion statement (this should include the actual sale price) will be used for the final calculation of the debt and will determine the individual’s future funding status, i.e. a contribution towards their future care costs from the council or if they will be self-funding.
   3. When calculating the debt, the accrued debt will be added to any other outstanding amounts to determine the total amount payable. Interest on the Deferred Payment Agreement loan amount will continue to accrue until the loan is redeemed.
   4. The individual or their representative will be notified 14 days after the sale completes of the actual or provisional debt and will inform them that the debt is due 90 days after the sale and will include notification of the date that the council will cease deferring care costs.
   5. The final debt will be confirmed in writing no later than 4 weeks after the council has been notified of the sale of the property.
   6. The debt should be settled within the 90 period. If the debt is not settled the council will send a reminder towards the end of the 90-day period confirming the rate of growth of the debt and requesting a progress report. If the debt still remains unpaid the council will instigate its Debt Recovery process, which could result in the debt being pursued through the County Court.
   7. The council will apply the maximum interest rate that is permitted under Social Services and Well-being Act 2014. However, if the debt is pursued through the County Court procedure, the court may apply a higher rate of interest.
4. **Terminating the Deferred Payment Agreement, due to the sale of the property after death**.
   1. The accrued debt will be calculated and added to any other outstanding amounts due to determine the final debt payable. Interest on the Deferred Payment Agreement loan will continue to accrue until the loan is redeemed.
   2. The executor / Administrator of the estate will be notified 14 days after death, of the actual or provisional debt and that the debt is due 90 days after death.
   3. The final debt will be confirmed in writing no later than 4 weeks after death.
   4. The council will require the Executor / Administrator to inform them of the likelihood of the debt being repaid within the 90-day period. A reminder of the final debt will be sent towards the end of the 90-day period confirming the rate of growth of the debt and requesting a progress report. If the Executor / Administrator does not engage with the council or update them on progress the councils Debt Recovery process will be followed, which could result in the debt being pursued through the County Court.
   5. The council will apply the amount of interest detailed in the schedule of administration charges and interest rates. This will not exceed the maximum interest rate that is permitted under Social Services and Well-being Act 2014. However, if the debt is pursued through the County Court procedure, the court may apply a higher rate of interest.
5. **Removing the Charge with the Land Registry**
   1. The removal of the charge may take between 7 and 10 days. In order for a property to be sold it may be necessary for the individual’s solicitor to give the council a written undertaking that they will discharge the debt when the sale is completed. The council will then give the solicitor an undertaking that the charge will be removed in order for the sale to proceed.
   2. Once the amount due has been repaid, the council will confirm to the individual or their representative that the agreement has been concluded and that the charge against the property has been removed.
   3. The charge is removed by application to the Land registry.
   4. The Land Registry will send form K22 to the council to confirm that the charge has been removed.
6. **Continuing Healthcare (CHC**)
   1. If an individual is assessed by the Health Authority as being eligible for Continuing Healthcare (either full or partial) their care fees become the responsibility of the Health Authority rather than the council.
   2. In this instance The Deferred Payment Agreement will remain in place to cover any fees deferred prior to CHC funding being granted.
   3. The council will recommend that the individual or their representative seek independent legal advice.
   4. The council will seek to negotiate ongoing payment of the accrued debt with the individual or their representative to reduce the level of accrued debt set against the property.
   5. The council will continue to charge interest until the accrued debt is cleared in full.
7. **Appeals**
   1. If the individual or their representative is dissatisfied with the outcome of their Deferred Payment Scheme application or the operation of the Deferred Payment Agreement they should approach the Social Services Department to ask for their concerns to be addressed.
   2. A review of the individual’s concerns will be held under the Review of Charging Determinations (Right to Request a Review) in the first instance. If after this process the person is still unhappy with the outcome of the decision they should be referred to the Complaints process.

**27 Schedule of Administrative Charges & Interest Rates**

The current fees for making the agreement are listed in the following table, these are subject to change each year.

|  |  |
| --- | --- |
| **Schedule of Administrative Charges & Interest Rates 2024/2025** | |
| Land Registry Fees | £10.00 |
| Annual Administrative Fees (this includes the cost of an initial / annual valuation of the property) | £66.60 |
| Registration of an Unregistered property with the Land Registry | Variable based on property valuation |
| Independent Valuation by District Valuer  (if requested) | £350.00 |
| Insurance of the Property by the Council  (if applicable) | Specific charges will be advised in writing |
| Charges for maintenance to property carried out by the Council (if applicable) | Specific charges will be advised in writing |
| Interest Rate | 0% |

**Useful Information**

For any queries with regard to the financial assessment process individuals can contact the Income Team

Abertillery, Blaina and Out of County Areas Susan Morgan 01495 354620

Ebbw Vale/Cwm Areas Kathryn Turner 01495 356069

Tredegar, Brynmawr & Nantyglo Areas Ruth Jones 01495 354616

**Other queries**

C2BG (Connect to Blaenau Gwent)

The Contact Centre

Tel: (01495) 311556

Duty Referral Team

01495 315700

**Advocacy and Advice**

**Brynmawr Citizens Advice**

107 – 110 Worcester Street  
Brynmawr  
Blaenau Gwent  
NP23 4JP

### **Drop-in (initial assessment sessions)**

Wed: 10.00 - 13.00

Thu: 10.00 - 13.00

Telephone 03444772020

**Department for Work and Pensions (Working Age Benefits)**

Job Centre Plus Office

Ty Gantre, Civic Centre

Ebbw Vale

NP23 6XG

0800 0556688

**Department for Work and Pensions (Pensioners)**

The Pension Service 8

Post Handling Site B

Wolverhamoton

WV99 1AN

0800 731 0469

**Disability Advice Project**

125 The Highway Or Church View

New Inn Ivor Street

Pontypool Blaenavon

NP4 0PH NP4 9NA

Tel: (01495) 763778

E-mail: [info@dap-wales.org.uk](mailto:info@dap-wales.org.uk)

**Age UK**

0800 169 6565

[**Speak Easy Advice Centre**](http://www.speakeasyadvice.co.uk/)

029 2045 3111

**Benefit Enquiry Line**

Freephone 0800 882 200

Text phone 0800 243 355

To receive this information in Braille, large print, electronically or on audio tape please contact the Information Officer on (01495) 354630.

April 2024

www.blaenau-gwent.gov.uk