



# Key facts and legal information

There is a lot to consider when choosing a care home for yourself or a loved one. To ensure your decision is fully informed, this document has been prepared as a complete guide to the services, indicative costs and terms and conditions of residency at our home.

## **PENHURST GARDENS**

ISSUE 5 | APRIL 2023



# Key facts and legal information

## PENHURST GARDENS

ISSUE 5

## Contents

- 01 Key information ..... 2
- 02 Optional services ..... 8
- 03 Important additional information ..... 10

# 01. Key information

## About Penhurst Gardens

Penhurst Gardens opened in 2016, offering care services for up to 58 residents across two separate floors of accommodation. Our home is purpose-built in excess of national minimum standards and is operated by Porthaven Care Homes Group, who have been rated as one of the top 20 most recommended care home groups by independent review site [carehome.co.uk](http://carehome.co.uk) for eight consecutive years. In 2022, Porthaven Care Homes won **'Best Care Home Provider Over 10 Settings'** at the National Care Awards.

## The care we provide

We provide care for a range of needs, including residential, nursing, dementia, and dementia with nursing. We also provide respite care subject to home availability.

Prior to moving into our home, we will carry out a care assessment to ensure that we are able to meet the needs of our prospective resident and to allow us to prepare their personalised care plan according to their individual needs and preferences.

All admissions to our home are subject to a care needs assessment and very occasionally, there may be instances whereby we are unable to admit an individual into our home. Where this is the case, you will be notified as soon as is practicable following the completion of the assessment.

## Overview of Penhurst Gardens

### Accommodation

Penhurst Gardens has 58 bedrooms across two floors of accommodation. Each bedroom provides single accommodation with an en suite wet room, with a shower as standard. Some rooms on the ground floor have direct access to our beautiful gardens.

Bedrooms are fully furnished but our residents are encouraged to personalise their room, and small additional items of furniture may be brought for the duration of the residency subject to the space in the room. Any personal items brought into our home will be subject to safety checks and risk assessments to ensure that they do not impede the safe delivery of personalised care.

All bedrooms have free Wi-Fi available and have a telephone point for our residents who wish to have a private telephone line. Private telephone line charges are shown in the Optional Services section of this booklet. Televisions are provided in bedrooms located within the residential and nursing suites. Residents with a television for personal use in their bedrooms will be registered by Porthaven under the TV licencing authority 'Accommodation for Residential Care' (ARC) scheme. This is at no cost to our resident.

### Facilities and services

Each floor has a spacious lounge and a separate dining room. In addition, our residents, their friends, and their family will benefit from the use of the café on the ground floor and the private dining room located on the upper ground floor. There is also a summer house which can be accessed via the upper ground floor.

## Porthaven Care Homes

### Key information

All of our residents have access to the activity lounge on the upper ground floor.

Our residents also benefit from access to our hair salon and nail bar located on the first floor, and optional services provided by the visiting hairdresser. Details of services available and current charges can be found in the Optional Services section of this booklet.

Our residents living with dementia also benefit from the use of specialised equipment and design to enhance their quality of life and wellbeing.

### Leisure and wellness

We also offer a range of activities, hobbies, outings and entertainment for our residents organised by our dedicated Leisure and

Wellness Team which consists of two full-time coordinators scheduled to cover seven days a week. Our home also benefits from a minibus driver and a passenger assistant carer. Outings are facilitated by our shared minibus.

### Staffing arrangements

At Penhurst Gardens we ensure that we meet the needs of our residents by regularly reviewing and assessing their dependency levels.

Assuming 95% occupancy, our staffing typically follows the table below. There may be instances where these ratios are adapted in accordance with the level of dependency within our home and occupancy at any given time.

### Penhurst Gardens staffing levels

#### Ground floor

CARE CATEGORY - DEMENTIA / NURSING | 27 BEDS

Morning staff	Ratio	Afternoon staff	Ratio	Night staff	Ratio
0.5 Nurse	1 : 4.9	0.5 Nurse	1 : 4.9	0.5 Nurse	1 : 7.7
1.0 Team Leader		1.0 Team Leader		1.0 Team Leader	
4.0 Care Assistant		4.0 Care Assistant		2.0 Care Assistant	

#### Upper Ground floor

CARE CATEGORY - RESIDENTIAL / NURSING | 31 BEDS

Morning staff	Ratio	Afternoon staff	Ratio	Night staff	Ratio
0.5 Nurse	1 : 5.6	0.5 Nurse	1 : 5.6	0.5 Nurse	1 : 8.9
1.0 Team Leader		1.0 Team Leader		1.0 Team Leader	
4.0 Care Assistant		4.0 Care Assistant		2.0 Care Assistant	

## Porthaven Care Homes

### Key information

#### Staff and Management Team

Our home also benefits from a wide team of staff who support our residents in many ways. The staff in each department are outlined below.

#### Administration

Our Home Administration Team consists of a Home Administrator, a Receptionist, Home Trainer, and the Client Services Manager.

#### Kitchen

Managed by the Head Chef, our home benefits from a second Chef, a Kitchen Assistant, and two Kitchen Porters.

#### Housekeeping and Maintenance

Our home has a Head Housekeeper and a team of housekeepers. Maintenance issues within our home are managed by the Maintenance Technician.

#### Leisure and Wellness

The team consists of two full-time coordinators, a shared minibus driver, and a shared passenger assistant carer.

#### Management Team

The residential floor is managed by the Residential Care Manager during the day, and by the Night Manager during the night.

The nursing floor is managed by the Registered General Nurse on duty both during the day, and at night.

The floor managers are overseen by the Deputy Manager and overall responsibility for the day-to-day running of our home lies with the Home Manager.

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#### Qualifications, training and care management systems

All care staff have attained a Care Certificate and NVQ level two or above or are actively working on them. Nurses within our home are qualified Registered General Nurses (RGNs) or Registered Mental Health Nurses (RMNs).

Our home has an active membership with The National Activity Providers Association (NAPA) and our leisure and wellness coordinators have each achieved, or are working towards completion of the NAPA Level 2 Award in Supporting Activity Provision in Social Care which is awarded by the Open College London.

Our qualified Chefs have, or are working towards Level 3 Food Hygiene Certificate whilst other members of the kitchen team have achieved, or are working towards their Level 2 Food Hygiene Certificate. In addition, all other staff have completed, or are working towards Level 1 Certificate in Food Hygiene and the Food Standards Agency Certificate on Allergens.

Our team benefits from a dedicated full-time Home Trainer to ensure that staff undertake, and maintain all mandatory training as well as assisting in organising additional training and certification.

In ensuring effective medication management and care planning, we use an electronic medication management system which allows for better control and monitoring of prescribed medications and an electronic care planning system.

## Fees, charges and payments

### Funding arrangements

At Penhurst Gardens we accept self-funding and either full or part funded state and NHS residents. In some circumstances, the level of funding available by the local authority or NHS may not fully meet the assessed fee, but in most instances you will be able to pay a third party contribution or a hotel services fee to meet the shortfall. This cannot be guaranteed in every case.

We will discuss your funding arrangements with you in more detail upon your initial visit and we will be able to signpost certain services, such as specialist care fee advice, to help you with your enquiry.

### Funded Nursing Care contribution

Residents who have nursing needs may be entitled to receive funding in part by a contribution from the NHS known as Funded Nursing Care (FNC). **For 2022/23, this is £209.19 per week.**

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**The FNC rate for 2023/24 has not been announced at the time of producing this booklet but you will be advised should the rate differ during the course of your enquiry.**

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FNC is a non-means-tested benefit that is payable to our home, towards the cost of nursing care. According to the NHS national framework for NHS funded nursing care, an individual is eligible for FNC if the individual has a need that requires registered nurse input, and it is deemed that the individual's overall needs would be most appropriately met in a care home with nursing. Registered nurse input is defined in the following terms:

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**'Services provided by a registered nurse and involving either the provision of care or the planning, supervision or delegation of the provision of care, other than any services which, having regard to their nature and the circumstances in which they are provided, do not need to be provided by a registered nurse'.**

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Some residents who move into our home may know prior to moving in whether they are entitled to FNC and the final fee quoted following assessment will be inclusive of the FNC payment. The FNC payment will appear as a credit on your statement for as long as you are in receipt of the benefit.

If you are living with us as a residential resident but your needs change to nursing, it will be necessary to review your care package and we will keep you informed throughout this process. At this point, you may be eligible to receive the FNC payment and we will assist you in making the necessary arrangements for an assessment to take place.

Please note that we cannot guarantee that you will be granted FNC, nor can we guarantee that the benefit will remain in place for the duration of your residency at our home, in which case, for the avoidance of doubt, the full assessed fee will remain payable by you.

### **Indicative pricing for long term self-funded residents**

Our fees are based on individual needs and dependencies and as such, can only be confirmed once our pre-admission needs assessment has been concluded.

As a guide, our standard fees are shown below, indicative for the type of care required. These costs are based on occupancy of a standard single room, some of which vary in size and outlook but none less than 15.4m<sup>2</sup>, plus en suite wet room with shower facilities. All rooms are fully furnished for the comfort of our residents. Depending on the category of care, these costs are inclusive of between 3 and 4.2 basic care hours per resident per day.

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### **Indicative weekly fees by care type**

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**Residential**  
£1687.00

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**Residential dementia**  
£1826.00

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**Nursing**  
£1690.81 (If FNC awarded)  
£1900.00 (If FNC not awarded)

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**Dementia with nursing**  
£1797.81 (If FNC awarded)  
£2007.00 (If FNC not awarded)

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### **What is included in the weekly fee?**

The following services are included in, and are covered by, your weekly fee:

- The costs of your personalised care package
- Your fully furnished, en suite wet room accommodation
- Rates and utilities, including Wi-Fi
- Food and drink, including snacks and alcoholic beverages
- Housekeeping and laundry undertaken on the premises\*
- Television licence for day rooms
- Activities, outings, special events, and entertainment
- Access to shared minibus
- Use of communal rooms

A full range of optional additional services are available at our home upon request and a list of these services can also be found in the Optional Services section of this booklet.

### **Respite charges**

Subject to room availability, respite care may be arranged up to a maximum duration of eight weeks. Our minimum stay is usually two weeks although consideration may be given to shorter, and longer stays in certain circumstances. A short stay of between two and four weeks will incur a 20% surcharge on top of the assessed weekly fee, whilst bookings of four to eight weeks will incur a 10% surcharge.

Respite care is often used as a precursor to long-term care options, and in these circumstances, should the residency convert to permanent status during the respite stay or immediately after the respite contract ends, you will receive a credit equal to the difference between the agreed respite fee and the assessed permanent weekly fee.



## Important terms and conditions to note

### Minimum funding requirements

Our long stay Contract of Residence outlines the need to ensure that there are liquid assets (cash or equivalent) available to cover the cost of three years funding based on the initial weekly fee. The average length of stay in a care home is 22 months\*. We do not require proof of financial qualification but we strongly recommend that specialist financial advice is sought ahead of entering into any agreement. For the avoidance of doubt, fees remain payable should a resident remain in our care after three years.

If you are unable to confirm that the minimum funding requirements are available, this may not necessarily preclude you from taking up residency at our home, but we will require additional information ahead of any admission and a guarantor for payment of fees may be required.

### Reservation deposits

For respite stays, we will require a deposit equivalent to seven days fees prior to admission to our home. The purpose of the deposit is to allow us to allocate and reserve a specific room of your choosing where room availability allows. The deposit will be deducted from the total cost of your booked stay and the balance will be due on, or prior to, admission.

Similarly, the same will be required for long-term care and we will require a deposit equivalent of two weeks' fees prior to admission to our home. In this instance the reservation deposit will appear as a credit shown on your first statement.

In both cases, other than where our prospective resident dies before admission, or where our home is unable to admit, the deposit is non-refundable if our prospective resident fails to take up occupancy.

A deposit will not be required where our resident is wholly funded by the local authority or the NHS.

## 02. Optional services

At Penhurst Gardens we are pleased to offer the following additional services for the benefit of our residents, and their relatives and friends where applicable. These services are not covered in the weekly fee and will be payable separately either to our home, or directly to the third party providing the services. Other than in the case of personal telephone lines and guest meals, all additional charges will be paid for with, and accounted for, within our resident petty cash account.

### Pre-arranged medical and non-medical appointments

We will be pleased to provide an escort to accompany our residents to medical and other pre-arranged appointments, where a relative or friend is unable to do so, or where care support is needed. Staff accompaniment to medical, and other pre-arranged appointments is subject to staff availability and will be charged at a fixed hourly rate, notified to you at the time of the request, plus any transportation costs incurred.

### Other healthcare services

We are pleased to be able to provide you with access to a chiropodist who visits our home on a regular basis. Appointments vary in length and price and will be advised on enquiry, but as a guide, each appointment is charged at **£25.00** by the visiting chiropodist.

Where not provided free of charge by the NHS, we may be able to assist in sourcing other professional services upon discussion with the home management. These may include, but are not limited to physiotherapy, occupational therapy, optician, and dentistry.

### Personal newspapers

Should you require a personal newspaper delivery, we will be pleased to make these arrangements with a local newsagent. Porthaven does not charge for the arrangement of these services but you will be responsible for the payment of the newsagents' charges.

### Personal purchases

We carry a small selection of toiletries and confectionary at our home. The cost of available items is subject to the stock carried at that time. A list of available items and the cost is available from reception.

### Wi-fi and telephone for personal use

Resident and guest Wi-Fi is available at no extra cost. You must be a registered user and so should you require Wi-Fi access, please notify reception who will make the necessary arrangements and provide you with your user ID and password. Please note that Wi-Fi is subject to network availability and non-excessive usage.

Every bedroom has access for connection to a BT telephone line. Should you wish to have a personal telephone line, there is an initial connection charge of **£25**. Monthly line rental is charged at **£5** and calls are billed at the provider's advertised rates.

### Laundry tagging

Our resident's clothing should be labelled or tagged prior to admission. Should you wish for us to carry out this service for you, it is chargeable at **£25** for up to 30 garments.

### Meals for family and guests of residents

Should you wish for a family member or guest to dine with you, please notify reception by giving as much notice as possible, ideally a minimum of 24 hours so that the kitchen can make the necessary arrangements. Guest meals from the daily menu as displayed in our home are charged as follows:

1 course .....	<b>£7.95</b>
2 courses.....	<b>£10.95</b>
3 courses.....	<b>£13.95</b>
Light bite, soup or sandwich.....	<b>£4.95</b>

### Private dining

We are pleased to offer you complimentary use of our private dining room. Should you wish to use this facility, room availability should be checked at reception and booked in advance. The room is free to all guests, and guest meals are charged as follows:

#### Daily menu

When dining from the daily menu, guest meals are charged as outlined above.

#### Special occasions

Our head chef will be happy to discuss your individual requirements for any special occasion you wish to celebrate, and will work with you to design a menu to suit your preferences and budget. A cost per head will be agreed, based on the menu chosen. As a courtesy to our chef, it is preferred that at least

two weeks' notice in advance of your event be given, however, we will do our best to accommodate shorter notice where required. Catering requirements, allergies and dietary preferences must be discussed with the chef upon room booking.

Please note that in periods of high demand for the private dining room such as Christmas and Easter, an additional charge of £100 will be made for reserving, and exclusive use of the room.

### Hairdressing services

For hairdressing appointments, please book at reception. Salon services are charged as outlined below. Please note that Porthaven charge the visiting hairdresser 10% of the fees outlined below for the use of the salon, which goes directly into our resident activity fund.

Wet cut .....	<b>£18</b>
Shampoo and set .....	<b>£18</b>
Blow dry .....	<b>£18</b>
Cut and blow dry.....	<b>£24</b>
Restyle .....	<b>£26</b>
Perm.....	<b>£55</b>
All over colour .....	<b>£35</b>
All over colour with top foils .....	<b>£45</b>
T-section foils.....	<b>£45</b>
Half head foils .....	<b>£50</b>
Full head foils.....	<b>£55</b>
Gents cut.....	<b>£13</b>
Gents shampoo & cut.....	<b>£14</b>

# 03. Important additional information

Choosing a care home for yourself or a loved one is a difficult decision that many of us will face. We are delighted that you are considering Penhurst Gardens and we would like to ensure that your decision is fully informed.

We would therefore like to draw your attention to the following additional information, which should be fully considered ahead of the next step in this process, namely our pre-admission assessment. Our Client Services Manager or the Home Manager will also be very happy to discuss any further questions you have, and provide you with any further support needed to help you with your decision.

## Depletion of available funds and changes to funding type

Where our resident or their supporting person becomes aware that our resident's or their supporting person's assets or income will become insufficient to meet one year's worth of weekly fees, they must make contact with the Home Manager to discuss their options with regard to future payment. Failure to pay the weekly fee is a term and condition of occupation of our home and, if not paid by our resident, their supporting person, or a third party, will lead to our resident being asked to leave our home.

If you move into our home as a self-funding resident but subsequently reach the threshold level to receive assistance from your local authority, or your needs change such that the NHS will pay for your care, you will need to liaise with the relevant authorities to make an application to receive funding. For the avoidance of doubt, the weekly fee will remain payable in full whilst any application for funding assistance is made.

## Changes to your care dependency

Other than in the circumstances of a rapid change in the condition of our resident, not

less than four weeks written notice will be given of any fee increase, stating the date of the increase and the reasons for it, which in most circumstances will have been discussed in advance of the written notice by a member of the home management team.

As an example, where your care needs change from residential to nursing, the weekly fee will need to be recalculated and this will be discussed and agreed with you by a member of the home management team. Where nursing input is required, you may qualify for FNC which will be a part contribution to your weekly fee (please refer to the Key Information section of this booklet). If you are successfully granted FNC, this will appear as a credit on your monthly statement. Below you will find an example of how these changes may affect you financially.

### Example of how your fees might change

Original weekly fee (residential care).....	<b>£1687.00</b>
New weekly fee (nursing care).....	<b>£1900.00</b>
FNC (If awarded).....	<b>£209.19</b>

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Increase to weekly fee (FNC awarded).....	<b>£3.81</b>
Increase to weekly fee (FNC not awarded) .....	<b>£213.00</b>

## Annual fee increase

Fees will be reviewed on the 1st of April each year. However, there may be a need from time to time to review the fees at other periods during the course of a year due to the provision of additional care and services to our resident, or as a result of rare statutory provisions coming into force after the annual review date.

To assist you in planning for such increases, the table below outlines the average annual fee increase applied to our residents over the past 3 years:

2021.....	<b>Fee increase 5.9%</b>
2022.....	<b>Fee increase 7.8%</b>
2023.....	<b>Fee increase 12.0%</b>

Please note that the annual increase may be higher or lower than the previous years, and that the table above serves to provide an indication only.

## Termination of contract

We hope that you remain in our care for as long as is required but should circumstances change, our long stay Contract of Residence allows you to terminate your agreement with us by giving us not less than four weeks' written notice of your intention.

On rare occasions, Porthaven may notify you of our intention to terminate the agreement by giving you the same written notice and clearly stating the reasons for this. This may result from non-payment of fees, or under circumstances where we are no longer able to meet the needs of our resident. In both cases, consultations will have taken place prior to such notice being served.

You will find a full explanation of the terms, conditions, and notice periods applicable in

our Contract of Residence, a copy of which is available on our website or from our home.

## Provider name and contact details

Penhurst Gardens Care Home is operated by Porthaven Care Homes Ltd, whose contact details are shown below.

Porthaven Care Homes Ltd.  
Royal Albert House  
Sheet Street  
Windsor  
Berkshire  
SL4 1BE

Tel: 01753 314314  
Email: [info@porthaven.co.uk](mailto:info@porthaven.co.uk)  
Website: [www.porthaven.co.uk](http://www.porthaven.co.uk)

## Registered manager

The Registered Manager of Penhurst Gardens is unless stated on our website or in our statement of purpose, the appointed Home Manager.

## Care Quality Commission – our regulatory body

Our home is registered as a care home by the Care Quality Commission whose responsibility it is to ensure that standards are met and maintained. The Care Quality Commission will carry out inspections at our home to ensure that we are meeting our obligations as a responsible provider. Following an inspection, the Care Quality Commission will publish their findings, giving our home a rating.

Details of the current rating and the full report are located in the reception area of our home or can be found by visiting our website at [www.porthaven.co.uk/penhurst-gardens-chipping-norton](http://www.porthaven.co.uk/penhurst-gardens-chipping-norton).

## Complaints procedure

We welcome and encourage communication, including constructive criticism and feedback, from our residents and relatives through the Home Manager. At Penhurst Gardens the Home Manager operates an open-door policy to encourage this practice. We are always seeking ways to improve the quality of our service and to improve the resident experience.

It is important that your concerns are raised with the Home Manager as soon as possible. If the Home Manager is not available, please telephone on 01608 698100 during normal office hours and leave a message. A response to your call will be actioned by the Home Manager as soon as possible.

For more serious matters the following complaints procedure should be followed:

### Stage 1

- Refer your complaint to the Home Manager as soon as possible, who will provide written acknowledgement of receipt of the complaint within 48 hours.
- The Home Manager will initiate an investigation into the complaint, and give a written response within 20 working days. This timescale will enable the Home Manager to consult with all members of staff involved in the complaint.

### Stage 2

- If the matter is not resolved you may refer the issue in writing to the Regional Director for further investigation and response. The Regional Director will respond to you within 20 working days.

### Stage 3

- If the matter is not resolved after Stage 2 you may refer the issue in writing to the Chief Executive at Porthaven Care Homes Ltd, Royal Albert House, Sheet Street, Windsor, Berkshire, SL4 1BE. The Chief Executive will then refer the matter to the Operations Director or the Director of Nursing and Quality depending on the nature of the issue. The Chief Executive will respond to you in writing within 20 working days.
- The decision at this point is final from Porthaven, however, if the matter remains unresolved you may refer to the Local Government and Social Care Ombudsman at [www.lgo.org.uk](http://www.lgo.org.uk).

A copy of the full complaints procedure is on display in our home's reception area and can be obtained from the Home Manager upon request.

### Food standards authority rating

Our latest food hygiene rating is displayed in the foyer of our home and can be found on our website at [www.porthaven.co.uk/penhurst-gardens-chipping-norton](http://www.porthaven.co.uk/penhurst-gardens-chipping-norton).

### Contents insurance

Porthaven shall not, save where Porthaven has been grossly negligent, be liable for loss or damage to our resident's belongings, furniture, or electrical items kept at our home (including jewellery, spectacles, dentures, and hearing aids), and such items shall be deemed to have no realisable value (unless accompanied by a certificate of valuation, in which case the Home Manager may refuse consent). Our residents (or their supporting person) are responsible for arranging insurance against any such loss or damage to such items as they see fit.

### Pets

Porthaven regrets that we cannot accept pets into our home on a permanent basis, however with the permission of the Home Manager, which permission may or may not be given in the absolute discretion of the Home Manager, pets may be brought into our home on an occasional basis during the day.

### Personal, dietary and religious requirements

Prior to admission to our home, we will undertake to establish your dietary requirements, your spiritual and religious requirements and preferences as to the delivery of personal care. Our home can cater for a variety of specialised diets but such requirements must be discussed prior to admission to ensure that these requirements can be met.

In the case of personal preference, such as whether a male or female care assistant attends to your personal care needs, we will make every reasonable attempt to satisfy your preferences, but this cannot be guaranteed in all cases.

Our home supports our residents to maintain their spiritual and religious practices and such requirements should be discussed with the Home Manager prior to admission so that the necessary arrangements can be made.

### Full terms and conditions for self-funding residents

A copy of the Contract of Residence can be located on our website by visiting [www.porthaven.co.uk/penhurst-gardens-chipping-norton/keyfacts](http://www.porthaven.co.uk/penhurst-gardens-chipping-norton/keyfacts) or is available in our home by speaking to the Client Services Manager or the Home Manager.

