



# AGED CARE INDUSTRY COUNCIL

Peak Council of Australia's Aged Care Providers



## RIGHT TO WITHDRAW

You have the right to withdraw from this Agreement after You have signed this Agreement.  
Clause 6 of this Agreement sets out these rights.

**Uniting Church Homes**

and

**Mr sample sample**

## RESIDENT AGREEMENT FOR LOW CARE (HOSTEL) RESIDENTS

Care Facility: **Tranby**



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## RESIDENT AGREEMENT

**THIS AGREEMENT** is made on the date set out in Item 1 of Schedule One.

### PARTIES

- 1 The organisation named in Item 2 of Schedule One  
("Us" or "We" or "Our")
- 2 The person or persons named in Item 3 of Schedule One  
("You" or "Your")

### RECITALS

- A We own and operate the Care Facility as a residential care facility.
- B You wish to be accommodated in the Care Facility as a resident who requires a Low Level of Residential Care and We have agreed to accommodate You in the Care Facility.
- C This Agreement is entered into pursuant to the Act.
- D This Agreement incorporates an accommodation bond agreement.
- E This Agreement is intended to establish a contractual relationship between Us and You.

### THE PARTIES AGREE THAT:

#### 1 DEFINITIONS

Unless the contrary intention is apparent from the context:

- 1.1 "**Accommodation**" means a bed or room in the Care Facility allotted by Us to You, the location of which may be varied from time to time in accordance with the Act and this Agreement and which, if We have agreed with You as to a specific location within the Care Facility on the date of this Agreement, is detailed in Item 5 of Schedule One;
- 1.2 "**Accommodation Bond**" means the amount set out in Item 7 of Schedule One which is payable in accordance with the provisions of Schedule Four by You to Us for entry to the Care Facility;
- 1.3 "**Accommodation Bond Balance**" means the amount equal to the difference between the Accommodation Bond (provided it is not to be paid by periodic payments) and the amounts deducted or permitted to be deducted under the Act and this Agreement, but excluding any amounts payable by You to Us by way of lump sum and which are outstanding at that time;
- 1.4 "**Accommodation Services**" means those services, furnishings, furniture and equipment to be provided to residents receiving a Low Level of Residential Care as prescribed under the Act from time to time, and as at the date of this Agreement, means those items described in Schedule Three;

- 1.5 "Act" means the *Aged Care Act 1997* (Commonwealth) as amended from time to time and including all regulations and Principles made pursuant to the Act;
- 1.6 "**Administration Fee**" means the amount set out in Item 16 of Schedule One payable in respect of administration costs incurred by Us if You, having set an Agreed Occupancy Date, fail to take up occupancy at the Care Facility;
- 1.7 "**Agreed Occupancy Date**" means the date specified in Item 6 of Schedule One and being the date agreed as that upon which You will commence occupancy of the Accommodation;
- 1.8 "**Agreement**" means this agreement and includes the recitals, the Schedules and any annexures to this agreement;
- 1.9 "**Base Interest Rate**" means the Below Threshold Rate plus 2%;
- 1.10 "**Below Threshold Rate**" has the meaning given to it under the Act;
- 1.11 "**Care**" means the accommodation and services to be provided by Us to You under this Agreement;
- 1.12 "**Care Facility**" means the residential care service conducted by Us through which Residential Care is to be provided to You under this Agreement as described in Item 4 of Schedule One;
- 1.13 "**Communal Areas**" means those areas and facilities of the Care Facility set aside by Us for the common use and enjoyment of all residents of the Care Facility;
- 1.14 "**Department**" means the Commonwealth Department of Health and Ageing and includes its successors and assigns, and the Secretary to the Department;
- 1.15 "**Guarantee**" means the guarantee and indemnity set out in Attachment A to this Agreement;
- 1.16 "**Guarantor**" means the person who agrees to guarantee payment of any outstanding Resident Fees, Retention Amounts and interest payments and enters into the Guarantee;
- 1.17 "**High Level of Residential Care**" means residential care given to a resident whose classification level includes any of the following domain categories (listed in Schedule 2 of the *Classification Principles 1997*):
- 1.17.1 medium ADL category under the "Activities of daily living (ADL) domain";
  - 1.17.2 high ADL category under the "Activities of daily living (ADL) domain";
  - 1.17.3 high behaviour category under the "Behaviour domain";
  - 1.17.4 medium CHC category under the "Complex health care (CHC) domain";  
or
  - 1.17.5 high CHC category under the "Complex health care (CHC) domain";

- 1.18 "**High Level of Residential Care Services**" means the services and equipment required by the Act from time to time to be provided to residents who require a High Level of Residential Care;
- 1.19 "**Interim Low Level**" means the classification level given to a resident under subsection 9.3B(3) of the *Classification Principles 1997*;
- 1.20 "**Jurisdiction**" means the State or Territory in which the Care Facility is located;
- 1.21 "**Low Level of Residential Care**" means residential care given to a resident whose classification level:
- 1.21.1 consists of domain categories as defined in the *Classification Principles 1997* other than those referred to in the definition of High Level of Residential Care in this Agreement; or
- 1.21.2 is Interim Low Level;
- 1.22 "**Lump Sum Equivalent**" means, in relation to any portion of the Accommodation Bond which is to be paid by periodic payments, the amount of the lump sum that You would have paid if You had not paid, or agreed to pay, that portion of the Accommodation Bond by periodic payments;
- 1.23 "**Maximum Permissible Interest Rate**" has the meaning given to it under the Act;
- 1.24 "**MPIR**" is the Maximum Permissible Interest Rate for the Occupancy Date, being the rate set out in Item 15 of Schedule One;
- 1.25 "**Occupancy Date**" means the date upon which You enter occupation of the Care Facility;
- 1.26 "**Personal Information**" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- 1.27 "**Principles**" means the Principles enacted pursuant to section 96-1(1) of the Act;
- 1.28 "**Prudential Standards**" has the meaning given to it under the Act;
- 1.29 "**Resident Fees**" means the fees, not being an Accommodation Bond or Administrative Fee, payable by You to Us on a periodic and continuing basis for the provision of Care by Us to You;
- 1.30 "**Residential Care**" means those services to be provided to residents requiring a Low Level of Residential Care as prescribed under the Act from time to time, and as at the date of this Agreement, means those services detailed in Schedule Two;
- 1.31 "**Residents**" means all the residents of the Care Facility and includes You;
- 1.32 "**Retention Amounts**" means those amounts which We are entitled to retain from the Accommodation Bond under the Act and which are calculated in accordance with Items 9 and 10 of Schedule Four;

1.33 "Rules of Occupancy" means the rules of the Care Facility as set out in Schedule Seven; and

1.34 "Schedule" means a schedule to this Agreement.

## **2 GRANT OF LICENCE**

2.1 We grant You a licence to occupy the Accommodation and to use the Communal Areas upon the terms of this Agreement. You acknowledge that Your occupation of the Accommodation is by way of a licence, and that any member of Our staff or any person authorised by Us may enter and remain in the Accommodation in case of emergency or for the purpose of carrying out Our functions or duties. You further acknowledge that We retain a key to the Accommodation.

2.2 We will provide You with:

2.2.1 Residential Care; and

2.2.2 Accommodation Services,

in the Care Facility from the Occupancy Date for the remainder of Your lifetime unless this Agreement is terminated in accordance with the terms of this Agreement.

## **3 LEVELS OF RESIDENTIAL CARE**

3.1 If:

3.1.1 after entering the Care Facility You require a High Level of Residential Care; and

3.1.2 provided the Care Facility at the relevant time has the capacity to do so,

We will provide a High Level of Residential Care Services to You.

3.2 If after entering the Care Facility You require a High Level of Residential Care, and if We at the relevant time do not have the capacity to provide You with a High Level of Residential Care Services at the Care Facility, We will:

3.2.1 assess Our capacity to provide to You any of the High Level of Residential Care Services;

3.2.2 consult with You, Your next of kin or Your duly appointed attorney as to Our capacity to continue to care for You; and

3.2.3 suggest alternative accommodation and support or accommodation, including in one of Our other care facilities (if we have other care facilities and if there is a vacancy).

3.3 If clause 3.2 applies and:

3.3.1 We are unable to meet Your long term assessed needs as referred to in clause 1.8.1 of Schedule Six We may terminate this Agreement in accordance with clause 9 and Schedule Six; or

- 3.3.2 if We offer, and You accept, a place in one of Our other facilities, this Agreement will terminate and We will offer You a new agreement and discuss with You whether to transfer the Accommodation Bond Balance (if applicable) or alternative arrangements in accordance with the Act.

#### **4 ACCOMMODATION BOND**

- 4.1 If Item 7 of Schedule One requires You to do so, You must pay to Us an Accommodation Bond in the amount set out in Item 7 of Schedule One, subject to the provisions of Schedule Four.
- 4.2 If You pay the Accommodation Bond wholly or partly by way of a lump sum We guarantee repayment of the Accommodation Bond Balance to You or Your legal representative in the manner and at the time set out in Schedule Four.

#### **5 RESIDENT FEES**

- 5.1 You agree to pay Resident Fees to Us in accordance with Schedule Five. Unless We give You written notice to the contrary, Resident Fees are payable calendar monthly in advance, the first payment to be made on the Occupancy Date.
- 5.2 The amount of Resident Fees payable on entering the Care Facility is set out in Item 12 of Schedule One. These fees will change from time to time as determined by the Department.
- 5.3 Our preferred method of payment is by direct debit to the account listed at Item 13 of Schedule One.

#### **6 RIGHT TO WITHDRAW**

- 6.1 You may, within 14 days after signing this Agreement, end this Agreement by advising Us in writing.
- 6.2 If this Agreement is ended by You by advising Us in writing We will immediately refund all monies paid by You less any Resident Fees and other charges incurred in respect of Your period of occupancy under this Agreement.

#### **7 ACCURACY OF INFORMATION**

- 7.1 You make the following promises to Us regarding information which has been given or may after the date of this Agreement be given by You or on Your behalf to Us relating to You or Your assets or income:
- 7.1.1 that the information is accurate to the best of your knowledge or the knowledge of and belief of the person who gives the information on Your behalf after making such enquiry as is reasonable to ensure that the information is accurate; and
- 7.1.2 that You will provide any verification of the information which We may reasonably require but We will be under no obligation to verify or require verification of that information.

- 7.2 You agree that when We enter into this Agreement We can rely on the accuracy of the information which has been provided by You or on Your behalf.

## **8 GUARANTEE AND INDEMNITY**

- 8.1 We require You to nominate the Guarantor who must freely agree to enter into the Guarantee.
- 8.2 The Guarantor guarantees that the Guarantor will accept financial responsibility and make any outstanding payments incurred by You in relation to Resident Fees, Retention Amounts and interest payments.

## **9 TERMINATION OF AGREEMENT**

- 9.1 This Agreement will terminate only in accordance with the provisions of this clause, clauses 3.3 and 6, and Schedule Six.
- 9.2 Termination of this Agreement for any reason does not affect Your right of action against Us or Our right of action against You in respect of any breaches of any of the conditions of this Agreement before the termination of this Agreement.
- 9.3 Upon the termination of the Agreement Your right to occupy the Accommodation under this Agreement ceases and You must remove all Your belongings from the Care Facility within seven days from the date of the termination. If Your belongings are not removed from the Care Facility within the seven day period, We will be entitled to arrange for the storage of Your belongings at Your cost.
- 9.4 Any condition in this Agreement capable of having effect after the termination of this Agreement continues to be binding and effective as against the parties.

## **10 DEFAULT**

- 10.1 If any money due to Us from You under this Agreement (other than the Accommodation Bond) is not paid by the date upon which it is due, We will be entitled to charge interest on such amount at the MPIR for the period starting one month after the day when the money becomes payable and ending when the amount is paid, or when We cease to provide Care to You, whichever is the earlier.
- 10.2 You must pay all costs, charges and expenses which We may reasonably incur as a result of any breach or default by You of any condition of this Agreement.

## **11 RULES OF OCCUPANCY**

- 11.1 You must comply with the Rules of Occupancy.
- 11.2 The Rules of Occupancy may only be altered or revoked after consultation with the residents of the Care Facility.

## **12 LEAVE ENTITLEMENTS**

- 12.1 You agree not to be away from the Care Facility for a continuous period exceeding seven days except in cases of emergency. However, You may take leave from the Care Facility in accordance with the Act, which provides as follows:

- 12.1.1 any amount of leave may be taken by You for the purpose of receiving hospital treatment after You enter the Care Facility; and
- 12.1.2 up to 52 days in each financial year of the Care Facility may be taken by You for any other purpose.
- 12.2 If:
  - 12.2.1 You take leave otherwise than in accordance with the Act so that no residential care subsidy or a lower residential care subsidy under Division 44 of the Act is payable to Us for You; and
  - 12.2.2 You wish to retain a place in the Care Facility,  
We may charge You for each day that Your place is reserved, the fees totalling:
    - 12.2.3 Your daily Resident Fees as determined under this Agreement; plus
    - 12.2.4 the daily residential care subsidy that would have been payable to Us under Division 44 of the Act for You if You were not on leave.

### **13 CHARTER OF RESIDENTS' RIGHTS AND RESPONSIBILITIES**

You must and We must each observe the Charter of Residents' Rights and Responsibilities as set out in Schedule Eight.

### **14 COMPLAINT RESOLUTION**

Schedule Nine sets out the manner in which You (or anyone on Your behalf) may make any complaints about Us and how We will respond to Your complaints.

### **15 FINANCIAL STATEMENTS**

If requested by You We will give to You financial statements relating to Us and the Care Facility as are required by the Act from time to time.

### **16 VARIATION OF AGREEMENT**

- 16.1 This Agreement may be varied in writing:
  - 16.1.1 by Us, if the variation is necessary to give effect to the provisions of the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) as they may apply to any supplies made to You pursuant to this Agreement; or
  - 16.1.2 in any other case, by mutual consent between You and Us following adequate consultation.
- 16.2 This Agreement must not be varied pursuant to clause 16.1.1 unless We give You reasonable notice in writing about the variation.

- 16.3 This Agreement must not be varied in a way that is inconsistent with the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth), the Act or the *Extra Service Principles 1997*.
- 16.4 This Agreement will be deemed to have been varied to accord with any amendment to the Act from time to time, whether as to the calculation of financial entitlements or to our respective rights and obligations under this Agreement.

## **17 PROTECTION OF PERSONAL INFORMATION**

- 17.1 We will not use Your Personal Information without Your written consent other than:
- 17.1.1 for a purpose connected with the Care to be provided to You under this Agreement; or
  - 17.1.2 for the purpose for which the information was provided by You or on Your behalf; or
  - 17.1.3 for a purpose connected with the Care to be provided by another care provider and only to the extent provided for in Item 16 of Schedule Four; or
  - 17.1.4 as otherwise required under the Act.
- 17.2 We will protect the Personal Information against loss or misuse.

## **18 RESIDENT'S PERSONAL REPRESENTATIVES**

This Agreement is binding upon Your heirs and legal personal representatives.

## **19 NOTICE**

Any notice required to be given under this Agreement is deemed sufficiently given if:

- 19.1 in Our case it is posted to or left at Our address as set out in Item 2 of Schedule One or such other address notified in writing by Us to You from time to time; and
- 19.2 in Your case it is posted to or left at Your address as set out in Item 3 of Schedule One, or left at the Care Facility addressed to You.

If the notice is posted, the party concerned shall be deemed to have received it 48 hours after the posting. If the notice is delivered, the party concerned shall be deemed to have received it at the time the notice is delivered.

## **20 SPECIAL CONDITIONS**

Any special conditions concerning this Agreement are set out in Schedule Ten and will, to the extent permitted by the Act, take precedence over any other provision of this Agreement.

**21 VOID PROVISIONS**

If any one or more of the provisions of this Agreement is held to be illegal, void or voidable at Your option, such provisions shall be severed from the remaining provisions which shall remain binding on and enforceable against You.

**22 TIME OF THE ESSENCE**

Time shall be of the essence of this Agreement.

**23 NON WAIVER**

23.1 No time or indulgence granted by Us to You nor any failure on Our part to take action in respect of any breach by You of Your obligations set out in this Agreement constitutes a waiver of any of the provisions of this Agreement with respect to any subsequent or continuing breach.

23.2 Our failure to exercise any right given to Us pursuant to this Agreement does not constitute a waiver by Us of Our right at any later time to require compliance with such provisions.

**24 APPLICABLE LAW**

This Agreement shall be governed by the laws of the Jurisdiction. The parties submit to the non exclusive jurisdiction of the Courts and Courts of Appeal within the Jurisdiction. The parties will not object to the exercise of jurisdiction by those Courts on any basis.

**EXECUTED** as an Agreement.

**SIGNED** by \_\_\_\_\_ )  
in the presence of \_\_\_\_\_: ) \_\_\_\_\_

Witness:

Dated: 19 Jan 2010

**SIGNED** by sample sample )  
the duly appointed attorney of sample sample )  
who certifies that he/she has received no notice )  
of revocation of the power of attorney dated )  
\_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )  
\_\_\_\_\_ )

Witness:

Dated: 19 Jan 2010

**SIGNED** for and on behalf of and with the )  
authority of Uniting Church Homes )  
\_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )  
\_\_\_\_\_ )

Witness:

Dated: 19 Jan 2010

**SCHEDULE ONE - DETAILS**

<b>1</b>	<b>Date of Agreement</b>	The 19th day of January, 2010
<b>2</b>	<b>Provider</b>	Uniting Church Homes ABN: 15 360 992 349  Of 313 Main Street  Balcatta  Western Australia  6914
<b>3</b>	<b>Resident</b>	sample sample  of sample  sample  Western Australia  6018
<b>4</b>	<b>Care Facility</b> (Clause 1.12)	Tranby  <b>[*You are hereby notified that as at the date of this Agreement, We do not have the capacity to provide the services required to be provided to High Level of Residential Care residents]</b>
<b>5</b>	<b>Room number</b> (if agreed between We and Resident) (Clause 1.1)	Room or bed number
<b>6</b>	<b>Agreed Occupancy Date</b> (Clause 1.7)	The 19th day of January, 2010
<b>7</b>	<b>Accommodation Bond</b> (Clause 4)	An Accommodation Bond is payable.  If payable the Accommodation Bond is \$0.00, subject to the provisions of Schedule Four.
<b>8</b>	<b>Retention Amounts</b> (Clause 9 of Schedule Four)	The amounts of X and Y as declared in each financial year by the Secretary to the Department (Clause 9 of Schedule Four) are as follows:  As at 1 July 2010:  1) X is \$18,540.00; and  2) Y is \$35,880.00  The monthly Retention Amount is \$0.00

- 9 Accommodation Bond payable partly by lump sum and partly by periodic payments**  
(Clause 4 of Schedule Four)
- 1) The amount of the lump sum component is [AMT] (clause 4.1 of Schedule Four);
  - 2) The amount of each periodic payment is [AMT] (clause 4.2.1 of Schedule Four);
  - 3) The amount of each periodic payment representing the Retention Amount is [AMT] (clause 4.2.1 of Schedule Four);
  - 4) The amount of each periodic payment representing interest is [AMT] (clause 4.2.1 of Schedule Four);
  - 5) The Lump Sum Equivalent is [AMT] (clause 4.2.1 of Schedule Four); and
  - 6) The periodic payment is due and payable in advance every ..... weeks (clause 4.2.2 of Schedule Four).
- 10 Accommodation Bond payable by periodic payments**  
(Clause 5 of Schedule Four)
- 1) The amount of each periodic payment is [AMT] (clause 5.1 of Schedule Four);
  - 2) The amount of each periodic payment representing the Retention Amount is [AMT] (clause 5.1 of Schedule Four);
  - 3) The amount of each periodic payment representing interest is [AMT] (clause 5.1 of Schedule Four);
  - 4) The Lump Sum Equivalent is [AMT] (clause 5.1 of Schedule Four); and
  - 5) The periodic payment is due and payable in advance every [AMT] weeks (clause 5.2 of Schedule Four).
- 11 Manner of payment of Accommodation Bond**  
(Clause 7 of Schedule Four)
- You elect to pay the Accommodation Bond by:
- 1) one lump sum;
  - 2) partly by one lump sum and partly by periodic payments;
  - 3) wholly by periodic payments.
- 12 Initial Resident Fees** \$36.94

(Clause 5.2)

**13 Direct Debit Account**

Account Details:

BSB No.

Account No:

Account Name:

**14 Calculation of Resident Fees**  
(Clause 2 of Schedule Five)

- 1) Daily standard resident contribution is \$36.94 (clause 2.1 of Schedule Five);
- 2) **PLUS** the daily compensation payment reduction of \$0.00 (clause 2.2 of Schedule Five);
- 3) **PLUS** the maximum daily income tested reduction of \$0.00 (clause 2.3 of Schedule Five);
- 4) **LESS** the daily hardship supplement of \$0.00 (clause 2.4 of Schedule Five);
- 5) **PLUS** any other agreed daily amounts of \$0.00 (clause 2.5 of Schedule Five);
- 6) **PLUS** the daily extra service amount of \$0.00 (clause 2.6 of Schedule Five);

**15 Rate of MPIR**  
(Clause 1.24)

**16 Administration Fee**  
(Clause 1.6, clause 11 of Schedule Four, and clause 3.2 of Schedule Six)

\$0.00

**SCHEDULE TWO - RESIDENTIAL CARE**  
(Clause 1.30 and 2.2)

<b>Care or service</b>	<b>Content</b>
<b>1 Assistance in activities of daily living</b>	<p>Personal assistance, including individual attention, individual supervision and physical assistance with:</p> <ul style="list-style-type: none"><li>1.1 bathing, showering, personal hygiene and grooming;</li><li>1.2 maintaining continence or managing incontinence, and the use of aids and appliances designed to assist continence management;</li><li>1.3 eating, use of eating utensils and eating aids (including actual feeding where necessary) and the provision of eating aids;</li><li>1.4 dressing, undressing, and the use of dressing aids;</li><li>1.5 moving, walking, wheelchair use and the use of devices and appliances designed to aid mobility, including the fitting of artificial limbs and other personal mobility aids; and</li><li>1.6 communication, including to address difficulties arising from impaired hearing, sight or speech, or lack of common language (including the fitting of sensory communication aids) and checking hearing aid batteries and cleaning spectacles,</li></ul> <p>but excluding hairdressing.</p>
<b>2 Meals and refreshments</b>	Special diets if required.
<b>3 Emotional support to, and supervision of, residents</b>	Emotional support to, and supervision of, the residents.

Care or service	Content
4 <b>Treatments or procedures</b>	Treatments and procedures that are carried out according to the instructions of a health professional or a person responsible for assessing a resident's personal care needs, including supervision and physical assistance with taking medications, and ordering and reordering medications, as necessary, subject to requirements of State or Territory legislation.
5 <b>Recreational therapy</b>	Recreational activities suited to residents, assistance with participation in those activities and the provision of communal recreational equipment.
6 <b>Rehabilitation support</b>	The provision of, and assistance with, individual therapy programs designed by health professionals, aimed at maintaining or restoring a resident's ability to perform daily tasks for him or herself, or assistance to obtain access to such support.
7 <b>Assistance in obtaining health practitioner services</b>	Arrangements for aural, community health, dental, medical, psychiatric and other health practitioners to visit residents, whether the arrangements are made by the residents, relatives of the resident, or other persons representing the resident's interests, or are made direct with a health practitioner.
8 <b>Assistance in obtaining access to specialised therapy services</b>	Making arrangements for speech therapy, podiatry, occupational or physiotherapy practitioners to visit residents whether the arrangements are made by the resident, relatives or other persons representing the resident's interest.
9 <b>Support for people with cognitive impairment</b>	Individual attention and support to residents with cognitive impairment (eg dementia and other behavioural disorders). This would include individual therapy activities and specific programs designed and carried out to prevent or manage a particular condition or behaviour and to enhance the quality of life and care for such residents and ongoing support (including specific encouragement), to motivate or enable such a resident to participate in general facility activities.

**SCHEDULE THREE - ACCOMMODATION SERVICES**  
(Clauses 1.4 and 2.2)

Care or service	Content
1 Administration	General operation of the Care Facility including maintenance of resident documentation.
2 Maintenance of all buildings and grounds	Adequately maintained buildings and grounds.
3 Accommodation	Utilities such as electricity and water.
4 Furnishings	<p>Except where a resident chooses to provide them:</p> <p>Bedside lockers, chairs with arms, containers for personal laundry, dining, lounge and recreational furnishings, draw-screens (for shared rooms), resident wardrobe space, towel rails.</p>
5 Bedding	Beds and mattresses, bed linen, blankets and absorbent or waterproof sheeting.
6 Cleaning services, goods and facilities	Maintain cleanliness and tidiness of the Care Facility. However, this excludes a resident's personal area where he or she chooses and is able to maintain it himself or herself.
7 Waste disposal	Safe disposal of organic and inorganic waste material.
8 General laundry	Provision of heavy laundry facilities and services, the provision of personal laundry services, including laundering of clothing that can be machine washed. However, this excludes cleaning of clothing that requires dry cleaning or other special cleaning process and personal laundry where a resident chooses and is able to do this himself or herself.
9 Toiletry goods	Bath towels, face washers, soap, toilet paper.
10 Meals and refreshments	<p>10.1 Provision of meals of adequate variety, quality and quantity for each resident, served each day at times generally acceptable to both residents and management, generally comprising three meals per day plus morning tea, afternoon tea and supper.</p>

<b>Care or service</b>	<b>Content</b>
	10.2 Supply of special dietary requirements having regard to either medical need or religious or cultural observance.  10.3 Provision of food, including fruit of adequate variety, quality and quantity, and non-alcoholic beverages, including fruit juice.
11 <b>Resident social activities</b>	Programs to encourage residents to participate in social activities that promote and protect their dignity and to participate in community life outside the facility.
12 <b>Emergency assistance</b>	At least one responsible person is continuously on call and in reasonable proximity to render emergency assistance.

**SCHEDULE FOUR - ACCOMMODATION BOND**  
(Clause 4)

If Item 7 of Schedule One states that the Accommodation Bond is payable, the following provisions apply:

**1 THE AMOUNT OF THE ACCOMMODATION BOND**

As set out in Item 7 of Schedule One.

**2 YOUR RIGHT TO ELECT MANNER OF PAYMENT**

You may elect to pay the Accommodation Bond:

- 2.1 in one lump sum (see clause 3 below);
- 2.2 partly by one lump sum and partly by periodic payments (see clause 4 below); or
- 2.3 wholly by periodic payments (see clause 5 below).

**3 PAYMENT OF ACCOMMODATION BOND BY A LUMP SUM PAYMENT**

If You elect to pay the Accommodation Bond in one lump sum, the whole of the Accommodation Bond is payable on or before the Occupancy Date. However, You may elect to pay the Accommodation Bond within six months after this date provided interest on the Accommodation Bond calculated in accordance with clause 8.1 of this Schedule is paid to Us.

**4 PAYMENT OF ACCOMMODATION BOND BY LUMP SUM PLUS PERIODIC PAYMENTS**

If You elect to pay the Accommodation Bond partly by one lump sum and partly by periodic payments, then:

- 4.1 the lump sum amount being the amount set out in Item 9(1) of Schedule One is payable on or before the Occupancy Date. However, You may elect to pay the lump sum payment within six months after this date provided interest on the lump sum amount calculated in accordance with clause 8.1 of this Schedule is paid to Us;
- 4.2 the periodic payments must be paid and calculated in accordance with the Act, namely:
  - 4.2.1 the amount of each periodic payment, the amount of each periodic payment representing the Retention Amount and interest (at the rate of the MPIR), and the Lump Sum Equivalent are the amounts set out in Items 9(2) to (5) of Schedule One; and
  - 4.2.2 the periodic payment is due and payable in the manner set out in Item 9(6) of Schedule One.

Even if You have resided in the Care Facility for less than three months, the minimum amount of periodic payment payable by You is the amount representing the periodic payments that would have been payable for three calendar months.

## 5 PAYMENT OF ACCOMMODATION BOND BY PERIODIC PAYMENTS

If You elect to pay the whole of the Accommodation Bond by way of periodic payments, You must pay the following periodic payments calculated in accordance with the Act, namely:

- 5.1 the amount of each periodic payment, the amount of each periodic payment representing the Retention Amount and interest (at the rate of the MPIR), and the Lump Sum Equivalent, are the amounts set out in Items 10(1) to (4) of Schedule One; and
- 5.2 the periodic payment is due and payable in the manner set out in Item 10(5) of Schedule One.

Even if You have resided in the Care Facility for less than three months, the minimum amount of periodic payment payable by You is the amount representing the periodic payments that would have been payable for three calendar months.

## 6 SECURITY FOR PAYMENT

If the Accommodation Bond is paid wholly or partly by periodic payments, We are entitled to require You to provide security for the periodic payments due to Us under this Agreement. The type of security required by Us will be determined by Us having regard to Your financial circumstances.

## 7 RESIDENT'S ELECTION

- 7.1 Having considered clauses 3 to 6 of this Schedule, You elect to pay the Accommodation Bond by the option set out in Item 11 of Schedule One.
- 7.2 You may, at any time, pay all or any portion of the Accommodation Bond agreed to be paid by periodic payments as a lump sum.

## 8 RIGHT OF PROVIDER TO INTEREST ON ACCOMMODATION BOND

- 8.1 If You pay the Accommodation Bond wholly or partly as a lump sum after the Occupancy Date, then, without affecting any other rights We may have in law or under this Agreement, We shall be entitled to interest on the lump sum portion of the Accommodation Bond ("**lump sum**") calculated in accordance with the following formula:

$$(\text{MPIR} \times \text{LS} \times \text{ND}) \div 365$$

where: **MPIR** is the rate set out in Item 15 of Schedule One;

**LS** is the lump sum; and

**ND** is the number of days from the Occupancy Date to the date the lump sum is paid.

- 8.2 If:

- 8.2.1 You are provided with care for two months or less; and

- 8.2.2 You pay the Accommodation Bond wholly or partly as a lump sum; and
- 8.2.3 the lump sum is refunded to You within three months of the date You entered the Care Facility,

then We will be entitled to interest on the lump sum calculated in accordance with the following formula:

$$(\text{MPIR} \times \text{LS} \times \text{ND}) \div 365$$

where: **MPIR** is the rate set out in Item 15 of Schedule One;

**LS** is the lump sum; and

**ND** is the number of days in the period from the date the lump sum was refunded to the date being three months after the date You entered the Care Facility.

8.3 If You:

- 8.3.1 leave the Care Facility within two months of entering the Care Facility; and
- 8.3.2 have agreed to pay the Accommodation Bond wholly or partly as a lump sum; and
- 8.3.3 do not pay the lump sum before leaving the Care Facility,

then We will be entitled to interest on the lump sum calculated in accordance with the following formula:

$$(\text{MPIR} \times \text{LS} \times \text{ND}) \div 365$$

where: **MPIR** is the rate set out in Item 15 of Schedule One;

**LS** is the lump sum; and

**ND** is the number of days in three calendar months from the date You entered the Care Facility.

8.4 If You:

- 8.4.1 leave the Care Facility after being in the Care Facility for more than two months; and
- 8.4.2 have agreed to pay the Accommodation Bond wholly or partly as a lump sum; and
- 8.4.3 do not pay the lump sum before leaving the Care Facility,

then We shall be entitled to interest on the lump sum calculated in accordance with the following formula:

$$(\text{MPIR} \times \text{LS} \times \text{ND}) \div 365$$

where: **MPIR** is the rate set out in Item 15 of Schedule One;

**LS** is the lump sum; and

**ND** is the number of days in the period from the first day of the month in which You entered the Care Facility, to the last day of the month in which You leave the Care Facility.

8.5 If clauses 8.1 and 8.2 of this Schedule both apply, We are entitled to the total of the amounts calculated in accordance with those clauses.

## 9 RETENTION AMOUNTS AND OTHER DEDUCTIONS FROM ACCOMMODATION BOND

9.1 For each month or part of a month that You are provided with Care at the Care Facility, We will be entitled to retain or be paid from the Accommodation Bond one twelfth of the following annual Retention Amounts:

9.1.1 if the Accommodation Bond is not more than **X** - 10% of **X**;

9.1.2 if the Accommodation Bond is more than **X** but not more than **Y** - 10% of the Accommodation Bond; or

9.1.3 if the Accommodation Bond is more than **Y** - 10% of **Y**,

where **X** and **Y** are amounts to be declared each financial year by the Secretary to the Department by notice in the Government Gazette. At the date of this Agreement **X** and **Y** are the amounts set out in Item 8 of Schedule One.

9.2 We may deduct two monthly, quarterly, six monthly or annual Retention Amounts in lieu of monthly Retention Amounts.

9.3 In addition to the Retention Amounts We will be entitled to deduct from the Accommodation Bond Balance:

9.3.1 amounts owed to Us by You under this Agreement; and

9.3.2 amounts calculated in accordance with the Act representing interest on such amounts owed.

## 10 PERIOD OF TIME FOR RETENTION AMOUNTS TO BE DEDUCTED

10.1 The Retention Amounts will be deducted up to a maximum period of 60 months after the Occupancy Date subject to any variation to that period in accordance with the Act.

10.2 If, before You pay the Accommodation Bond, amounts have already been deducted from an Accommodation Bond Balance in respect of another Accommodation Bond previously paid by You, the period of 60 months referred to in clause 10.1 of this Schedule will be reduced by each month in respect of which a retention amount was so deducted.

10.3 If You have been provided with Care at the Care Facility for two months or less, We shall nevertheless be entitled to be paid three monthly Retention Amounts.

**11 CONDITIONS APPLYING IF YOU AGREE TO PAY ACCOMMODATION BOND BUT DO NOT ENTER CARE FACILITY**

If You agree to pay an Accommodation Bond but then do not enter the Care Facility, You must pay Us the Administration Fee upon demand.

**12 SPECIFIC ACCOMMODATION OR ADDITIONAL SERVICES CONSEQUENT UPON AGREEMENT TO PAY ACCOMMODATION BOND**

Paying the Accommodation Bond does not entitle You to specific accommodation or services within the Care Facility.

**13 APPLICABLE FINANCIAL HARDSHIP PROVISIONS**

The Accommodation Bond is payable subject to any determination under the Act that payment would cause You financial hardship. If You are eligible to pay an Accommodation Bond for the purposes of the Act and We have applied or You have applied for a determination under the Act that the Accommodation Bond should not be charged or should not be paid because payment would cause You financial hardship, the Accommodation Bond is payable only if:

13.1 the determination is declined; or

13.2 the determination is made but later ceases to be in force.

**14 REFUND AND AMOUNT OF ACCOMMODATION BOND BALANCE**

14.1 The Accommodation Bond Balance will be refunded if:

14.1.1 You die; or

14.1.2 You cease to be provided with Residential Care in the Care Facility; or

14.1.3 the Care Facility ceases to be certified under the Act.

14.2 The Accommodation Bond Balance will be refunded within the following time frames:

14.2.1 if You die - within 14 days after the day on which a certified true copy of the grant of probate or letters of administration of Your estate is produced to Us;

14.2.2 if You enter another residential care service and:

(a) We have been notified more than 14 days before the day on which You cease to receive Care at the Care Facility - on the day on which the Care ceases; or

- (b) We are notified within 14 days before the day on which You cease to receive Care at the Care Facility - within 14 days after Your notification; or
- (c) We were not notified of your intentions - within 14 days after We cease to provide Care to You;

14.2.3 in any other case - within 14 days of the happening of any of the circumstances set out in clauses 14.1.2 or 14.1.3 of this Schedule.

## 15 INTEREST PAYABLE ON OUTSTANDING ACCOMMODATION BOND BALANCE

- 15.1 If any of the events referred to in clause 14.1 of this Schedule occur ("**Refunding Event**") and the Accommodation Bond Balance is refunded to You within the time required under clause 14.2, then, at the time the Accommodation Bond Balance is refunded, We must also pay to You interest on the outstanding Accommodation Bond Balance calculated at the Base Interest Rate for the period from the day after the occurrence of the Refunding Event until the date on which the Accommodation Bond Balance is refunded in full.
- 15.2 If a Refunding Event occurs and the Accommodation Bond Balance is refunded to You after the time required under clause 14.2, then, at the time the Accommodation Bond Balance is refunded, We must:
- 15.2.1 for the period from the day after the Refunding Event has occurred until the expiration of the time required under clause 14.2, pay to You interest on the outstanding Accommodation Bond Balance calculated at the Base Interest Rate; and
  - 15.2.2 thereafter pay to You interest on the outstanding Accommodation Bond Balance calculated at the applicable MPIR until the date the Accommodation Bond Balance is refunded in full.

## 16 PROVISION OF INFORMATION TO THIRD PARTIES

- 16.1 If You wish to move to another residential care service ("**New Service**"), We may ask You for permission to provide the following information to the provider of the New Service:
- 16.1.1 whether You have agreed to pay an Accommodation Bond, and, if so the amount agreed to be paid including the Lump Sum Equivalent if the amount is agreed to be paid wholly or partly by periodic payments; and
  - 16.1.2 the period remaining in the period referred to in clause 10 of this Schedule for which the Retention Amounts are able to be deducted from the Accommodation Bond Balance.
- 16.2 Where We are the recipient of information of a kind similar to that set out in the preceding clause of this Schedule, upon You moving from another residential care service ("**Previous Provider**") to Our facility, You are deemed to have authorised Us to obtain such information from the Previous Provider and to act in accordance with it.

## 17 PRUDENTIAL REQUIREMENTS

We agree to comply with the Prudential Standards. As at the date of this Agreement, Our obligations under the Prudential Standards include:

- 17.1 complying with the Liquidity Standard (which has the meaning given to it under the Act);
- 17.2 maintaining a Bond Register as required under the Records Standard (which has the meaning given to it under the Act) ("**Bond Register**");
- 17.3 providing to the Department on an annual basis a written statement:
  - 17.3.1 detailing the total number and value of Accommodation Bond Balances held by Us as at the end of the relevant financial year;
  - 17.3.2 to the effect that all Accommodation Bond agreements required to be entered by Us with new residents during the previous year are in the form required by and have been entered into in accordance with the Act;
  - 17.3.3 that We have guaranteed in writing repayment of Accommodation Bond Balances to new residents who have paid an Accommodation Bond during the previous year;
  - 17.3.4 to the effect that all Accommodation Bond Balances which had to be refunded by Us during the previous year were refunded when due, and if not so refunded when due, details of the number of Accommodation Bond Balances not so refunded and the reasons for the delay;
  - 17.3.5 as to whether We have complied with the Prudential Standards, and if We have not so complied, the additional information required under the Act;
  - 17.3.6 containing an audit opinion from an independent auditor as to whether We have complied with the Prudential Standards in the relevant financial year; and
  - 17.3.7 any other information as required by the Department from time to time;such statement to be supported by the independent auditor providing the audit opinion referred to in clause 17.3.6 of this Schedule;
- 17.4 if We hold an Accommodation Bond Balance with respect to You, providing to You:
  - 17.4.1 on an annual basis:
    - (a) a copy of the entry into the Bond Register with respect to the Accommodation Bond paid by You, as at the end of the financial year;
    - (b) a copy of the statement referred to in clauses 17.3.4 and 17.3.5 of this Schedule; and

- (c) a copy of the audit opinion referred to in clause 17.3.6 of this Schedule; and

17.4.2 upon request:

- (a) a copy of the entry into the Bond Register with respect to the Accommodation Bond paid by You, as at the date of Your request; and
- (d) a copy of the most recent statement of the Care Facility's audited accounts; and

17.5 providing to each prospective resident of the Care Facility the information required under the Prudential Standards.

## 18 RECLASSIFICATION OF RESIDENTS

If You:

18.1 are classified by Us as not eligible to pay the Accommodation Bond for the purposes of the Act as at the Occupancy Date and the Department subsequently determines that You are eligible to pay an Accommodation Bond as at the Occupancy Date; or

18.2 have agreed to pay an Accommodation Bond without applying for a determination by the Department under section 44-8AB of the Act and the Department subsequently issues a determination under section 44-8AB the effect of which is that We are entitled to charge an Accommodation Bond greater than that set out in this Agreement;

then:

18.3 We are entitled to require You to pay to Us an Accommodation Bond calculated in accordance with the Act and on the basis of the Department's determination;

18.4 We must notify You of the Department's determination and advise You of the amount of the Accommodation Bond payable by You under this clause ("**Reclassification Notice**"), and the amount of that Accommodation Bond shall be deemed to be the Accommodation Bond referred to in this Agreement; and

18.5 unless You notify Us within 14 days of receipt of the Reclassification Notice that You wish to, or have elected in this Agreement to, pay the Accommodation Bond wholly or partly by periodic payments, You are deemed to have elected to pay the Accommodation Bond by way of a lump sum.

**SCHEDULE FIVE - POLICIES AND PRACTICES IN SETTING OF RESIDENT FEES**  
(Clauses 1.29 and 5)

**1 INITIAL RESIDENT FEES**

As set out in Item 12 of Schedule One.

**2 BASIS OF AND VARIATIONS TO RESIDENT FEES**

Resident Fees will be worked out and charged from time to time in the manner set out below. However, We shall have the right to reassess Resident Fees based on the applicable legislation or policies set by the Department from time to time.

2.1 The daily resident contribution applicable for You is the amount set out in Item 14(1) of Schedule One;

to which is added

2.2 The daily compensation payment reduction\* in the amount set out in Item 14(2) of Schedule One;

to which is added

2.3 The daily income tested reduction\* of no more than the amount set out in Item 14(3) of Schedule One. This amount shall be chargeable from the date of entry to the Care Facility. (You should note that the actual amount payable shall be as determined by the Department, and the appropriate adjustment will be carried out following the Department's determination.);

from which is subtracted

2.4 The amount of any daily hardship supplement\* in the amount set out in Item 14(4) of Schedule One;

to which is added

2.5 Any other agreed daily amounts which may be set out in Item 14(5) of Schedule One in accordance with the *User Rights Principles 1997* [which may include any fees agreed for regular (as opposed to occasional or irregular) services, the charges for which could not be assessed prospectively and which would therefore be referred to under "Other policies and practices" below, and services additional to those required to be provided within the applicable funding level];

to which is added

2.6 Any daily extra service amount\* in the amount set out in Item 14(6) of Schedule One;

to which is added

2.7 Where You are a Pre-2008 Reform Resident (as defined in the Act), the amount (if any) payable as a result of You not being eligible to receive the pensioner supplement under section 44-28(3) of the Act because the Accommodation Bond is

greater than 10 times the basic age pension at the Agreed Occupancy Date. This amount (if any) is set out in Item 14(7)(a) of Schedule One. At the commencement of the financial year in which this Agreement is entered into the amount which is 10 times the basic age pension is the amount set out in Item 14(7)(b) of Schedule One.

*[\*applicable to You as assessed and applied under the Act.]*

### **3 PERIOD DURING WHICH RESIDENT FEES ARE PAYABLE**

Resident Fees will be payable during Your occupancy (including any periods of leave as assessed under the Act) and will continue to be payable until You have vacated the Care Facility together with all belongings.

### **4 OTHER POLICIES AND PRACTICES**

The provision and costs of those services which are required to be provided by Us are based on Your actual care service requirements. By way of clarification, You are responsible for providing and paying the cost of the following items:

- 4.1 pharmaceutical items;
- 4.2 incontinence aids;
- 4.3 hairdressing and other personal beauty care;
- 4.4 dental, podiatry, medical, prescribed rehabilitation therapy and other complementary services;
- 4.5 equipment to assist with personal mobility and day to day living;
- 4.6 contribution or payment towards the cost of going to outside places of interest or other recreational activities;
- 4.7 telephone services to the Accommodation and all telephone charges;
- 4.8 television and television transmission cable services to the Accommodation and all related charges;
- 4.9 personal clothing that is labelled with Your name, furnishings and chattels of Your own individual preference and selection;
- 4.10 repairs, electrical tagging or replacement costs of Your electrical goods and personal furnishings;
- 4.11 laundry or dry-cleaning of personal clothing and bedding which cannot be machine washed;
- 4.12 delivery of newspapers and other subscribed publications;
- 4.13 transport costs to and from personal appointments;
- 4.14 individual preferences of laundry powders, cleaning agents and toiletries;
- 4.15 personal and recreational items and services chosen or arranged by You;

- 4.16 food and entertainment expenses for Your guests for gatherings arranged or chosen by You;
- 4.17 personal air conditioners, extra services exempt;
- 4.18 maintenance of motorised scooters.

**SCHEDULE SIX - TERMINATION OF AGREEMENT AND DEPARTURE OF RESIDENT**  
(Clause 9)

**1 REASONS FOR TERMINATION OF AGREEMENT**

This Agreement will terminate in any of the following circumstances:

- 1.1 upon Your death;
- 1.2 upon the expiration of seven days after the date upon which You give written notice to Us of Your intention to terminate this Agreement;
- 1.3 if the Care Facility is closing;
- 1.4 if You fail to commence continuous occupation in the Care Facility on the Agreed Occupancy Date, We will be entitled to give to You seven days' notice in writing to commence occupation and if You do not commence occupancy within that period We will be entitled to terminate this Agreement;
- 1.5 if You have not paid any fee due under this Agreement to Us within 42 days after the date upon which it became payable for a reason within Your control;
- 1.6 if You have intentionally caused:
  - 1.6.1 serious damage to the Care Facility;
  - 1.6.2 serious injury to Us; or
  - 1.6.3 serious injury to one of Our employees or to another resident within the Care Facility;
- 1.7 if You are away from the Care Facility for a continuous period of at least seven days for a reason other than a reason permitted by the Act or an emergency;
- 1.8 if:
  - 1.8.1 We no longer provide accommodation and care suitable for You having regard to Your long-term assessed needs as assessed by an aged care assessment team or at least 2 medical practitioners (one appointed by You and one appointed by Us); and
  - 1.8.2 We have not agreed to provide care of the kind that You presently need.  
  
For the purpose of such assessment You hereby agree to be examined, placed under observation or otherwise assessed by the aged care assessment team or medical practitioners appointed for this purpose and further agrees to be bound by the decision of both medical practitioners (including the aged care assessment team);
- 1.9 if You breach or do not perform or observe any of the conditions of this Agreement, after the expiration of a notice served by Us upon You which requires that the breach or non performance be remedied if it is capable of remedy, and You fail to

remedy the breach or non-performance within the time required in the notice or the breach or non-performance is not capable of remedy.

## **2 YOUR RIGHTS UPON BEING ASKED TO LEAVE THE CARE FACILITY**

If We require You to leave the Care Facility, then We will give You a written notice outlining:

- 2.1 Our decision;
- 2.2 the reasons for the decision;
- 2.3 the date by which You must leave; and
- 2.4 Your rights about leaving, including the right of access to:
  - 2.4.1 the complaints resolution mechanisms; and
  - 2.4.2 independent complaints processes; and
  - 2.4.3 one or more representatives of an advocacy service.

We will give You this notice at least 14 days before You are required to leave.

## **3 CONSEQUENCES UPON TERMINATION OF AGREEMENT**

- 3.1 On your departure, You:
  - 3.1.1 must immediately give Us all keys to the Accommodation and other property of Ours in Your possession or control;
  - 3.1.2 are liable for the costs of cleaning and if necessary, reinstating the Accommodation to its original state, fair wear and tear excepted; and
  - 3.1.3 are entitled to a refund of the Accommodation Bond Balance.
- 3.2 If We terminate this Agreement in accordance with clause 1.4 of this Schedule, then in addition to any other entitlement We have under this Agreement and the Act, You will pay to Us the Administration Fee in the amount set out in Item 16 of Schedule One. You hereby authorise the Administration Fee to be deducted from any Accommodation Bond Balance to which You are then entitled.

## **4 PROVISION OF ALTERNATIVE ACCOMMODATION**

We must not take action under clauses 1.3, 1.5, 1.6, 1.8 or 1.9 of this Schedule before ensuring that there is available suitable and affordable alternative accommodation which meets Your long term needs as assessed in accordance with the Act.

## **5 STEPS TO ASSIST YOU TO OBTAIN ALTERNATIVE ACCOMMODATION**

If You need alternative accommodation because We cannot provide the level of Care required by You, then:

- 5.1 We must notify You, Your next-of-kin or duly appointed attorney of the need for alternative accommodation as soon as possible;
- 5.2 We must refer You, Your next-of-kin or attorney to the Commonwealth Aged Care Assessment Team or any other appropriate body (such as the Guardianship & Administration Board) in order for You to be assessed as to which care facilities would be most suitable for You, having regard to Your needs ("**appropriate facility**"); and
- 5.3 if requested by You, Your next-of-kin or attorney, We will provide assistance to contact the appropriate facility to make arrangements for You to move to the appropriate facility.

**SCHEDULE SEVEN - RULES OF OCCUPANCY**  
(Clauses 1.33 and 11)

- 1 You must not use the Accommodation for any purpose other than as a dwelling, and must not part with Your interest in or possession of the Accommodation to any other party.
- 2 Our Manager must be notified of the name address and telephone number of Your doctor prior to admission to the Care Facility. On admission You must provide a brief medical history and details of Your current medication.
- 3 If Your own doctor is unable to attend You after Your entry to the Care Facility You may wish to be referred to a doctor in the vicinity of the Care Facility. In this case, You should bring a referral from Your own doctor which should include a brief medical history and details of current medication.
- 4 You should provide details of Your pensioner medical card, and any private health insurance.
- 5 You should provide details of Your next-of-kin or Your duly appointed attorney to Our Manager upon Your admission. Any change of next-of-kin must be notified in writing to the Care Facility's Manager.
- 6 You are requested to advise Our Manager of the whereabouts of Your will and also the details of the executors of the will.
- 7 You are required to pay the Resident Fees and any other charges under this Agreement at the times and in the manner specified in this Agreement or as directed by Us.
- 8 You must not engage in any improper or disorderly conduct.
- 9 You shall not bring or keep in Your room or on the Care Facility grounds any bird, animal or reptile without Our written consent.
- 10 You are not permitted to enter any room allotted to the exclusive use of any other resident without the prior invitation or permission of that other resident.
- 11 You may not make any alterations or additions to Your room without Our prior written consent.
- 12 We reserve the right to enter Your room at all reasonable times for the purpose of cleaning the room, changing bed linen, and viewing the condition of the room.
- 13 You are not permitted to engage in any activity or do anything which may in any way invalidate or violate the conditions of Our insurance policy or cause the premiums payable in respect thereof to be increased (such as storing any machinery, equipment or flammable liquids).
- 14 You must not do anything which may cause Us to be in breach of our obligations under the occupational health and safety legislation within the Jurisdiction with respect to You, Our staff, another resident at the Care Facility or a visitor to the Care Facility.

- 15 You and Your visitors must not indulge in excessive drinking of alcoholic liquor or use of illegal drugs in Your room or any part of the Care Facility or the Communal Areas.
- 16 You must not mark, paint or drive nails or screws into or in any way deface the walls, ceilings, partitions, floors, wood, stone or ironwork of Your room or Our furniture, fittings and fixtures. We will provide personal assistance in hanging any objects.
- 17 You must not make any additions to Your room in the nature of electric light, power or other fixtures or fittings or install any power points for lighting, heating or other electrical devices without Our prior written consent.
- 18 Our staff are not permitted to accept gifts. Please do not offer any.
- 19 You are responsible for the safe keeping of Your valuables. We recommend that You obtain personal property insurance.
- 20 Relatives and friends may visit You at any reasonable hours. You may not have another person residing in Your room overnight.
- 21 You must not be away from the Care Facility for a continuous period exceeding seven days for a reason other than a reason permitted by the Act.
- 22 Smoking is not permitted in any area of the Care Facility other than specified smoking areas.
- 23 Electric blankets are not to be used in the Care Facility.
- 24 Motorised scooters however styled must be stored in the allocated area of the Care Facility. We are not responsible for the maintenance of the motorised scooters.
- 25 Your Personal Electrical Equipment: All residents before entering a facility must have any electrical appliances, eg hair dryers, bedside clocks, bedside lamps, toasters and kettles, radios and televisions etc that will be used within the facility certified and tagged as safe for use by a qualified electrician. All equipment must be recertified at Your cost each twelve (12) months. Double adaptors are not permitted, and only power boards which have overload protection, and are individually switched, will be considered, and then only in exceptional circumstances. This is part of Our Occupational Health & Safety program.
- 26 You must ensure that all personal clothing has been clearly labelled with Your name.
- 27 Should You require care staff to accompany You on an appointment You must pay the costs as stipulated by Us.

**SCHEDULE EIGHT - CHARTER OF RESIDENTS' RIGHTS AND RESPONSIBILITIES**  
(Clause 13)

- 1 Each resident of a residential care service has the **right**:
- 1.1 to full and effective use of his or her personal, civil, legal and consumer rights;
  - 1.2 to quality care appropriate to his or her needs;
  - 1.3 to full information about his or her own state of health and about available treatments;
  - 1.4 to be treated with dignity and respect, and to live without exploitation, abuse or neglect;
  - 1.5 to live without discrimination or victimisation, and without being obliged to feel grateful to those providing his or her care and accommodation;
  - 1.6 to personal privacy;
  - 1.7 to live in a safe, secure and homelike environment, and to move freely both within and outside the residential care service without undue restriction;
  - 1.8 to be treated and accepted as an individual, and to have his or her individual preferences taken into account and treated with respect;
  - 1.9 to continue his or her cultural and religious practices and to keep the language of his or her choice without discrimination;
  - 1.10 to select and maintain social and personal relationships with anyone else without fear, criticism and restriction;
  - 1.11 to freedom of speech;
  - 1.12 to maintain his or her personal independence, including a recognition of personal responsibility for his or her own actions and choices, even though some actions may involve an element of risk that the resident has the right to accept, and that should then not be used to prevent or restrict the resident's actions;
  - 1.13 to maintain control over, and to continue making decisions about, the personal aspects of his or her daily life, financial affairs and possessions;
  - 1.14 to be involved in the activities, associations and friendships of his or her choice, both within and outside the residential care service;
  - 1.15 to have access to services and activities available generally in the community;
  - 1.16 to be consulted on, and to choose to have input into, decisions about the living arrangements of the residential care service;
  - 1.17 to have access to information about his or her rights, care, accommodation and any other information that relates to him or her personally;

- 1.18 to complain and to take action to resolve disputes;
- 1.19 to have access to advocates and other avenues of redress;
- 1.20 to be free from reprisal, or a well-founded fear of reprisal, in any form for taking action to enforce his or her rights.

2 Each resident of a residential care service has the **responsibility**:

- 2.1 to respect the rights and needs of other people within the residential care service, and to respect the needs of the residential care service community as a whole;
- 2.2 to respect the rights of staff and Us to work in an environment free from harassment;
- 2.3 to care for his or her own health and well-being, as far as he or she is capable;
- 2.4 to inform his or her medical practitioner, as far as he or she is able, about his or her relevant medical history and his or her current state of health.

**SCHEDULE NINE - COMPLAINT RESOLUTION**  
(Clause 14)

- 1 If You have any complaints concerning the services or accommodation being provided by Us, You may raise the complaint with the Care Facility's Manager.
- 2 If the complaint is not satisfactorily resolved with the Care Facility's Manager, You may submit a written complaint to Our Executive Officer. The written complaint should include:
  - 2.1 the nature of the complaint;
  - 2.2 the date that the complaint was first raised with the Care Facility's Manager; and
  - 2.3 why You are of the view that the complaint has not been satisfactorily resolved.
- 3 Following receipt of the written complaint, the Executive Officer or his or her duly authorised representative, shall discuss the complaint with You and the Care Facility's Manager, further investigate the complaint (if necessary) and make recommendations as to what actions would be necessary to resolve the complaint.
- 4 If You are not satisfied with the recommendations of the Executive Officer, the complaint or dispute may be referred to any State advocacy service, or any body set up by the Department to deal with complaints.

**USEFUL NUMBERS:**

**Aged Care Information Line:  
Toll Free: 1800 500 853**

**SCHEDULE TEN - SPECIAL CONDITIONS**  
(Clause 20)

**Additional Provision Clause 1:**

The specific items listed below are provided for the exclusive use of the Resident:

- \* Window treatments
- \* Light Fittings
- \* Built in Wardrobe
- \* Floor Coverings
- \* Heater
- \* Emergency Call Unit

**Specific Provision 2:**

The standard practice of Uniting Church Homes is to charge residents fees on a fortnightly basis in line with Centrelink Pensions - Refer to Clause 5.1 of the Resident Agreement attached

ATTACHMENT A - GUARANTEE AND INDEMNITY

**Guarantor(s)**

1 Name:  
2 Address:

3 Name:  
4 Address:

TO: **Uniting Church Homes ("Provider")**

IN CONSIDERATION of the Provider entering into an agreement ("**Resident Agreement**") with **sample sample** ("**Resident**") the guarantor or guarantors named above ("**Guarantor**") AGREE WITH the Provider that:

- 1 the Guarantor guarantees that the Resident will perform the Resident's obligations under the Resident Agreement to pay the Resident Fees and Retention Amounts (as defined in the Resident Agreement) and interest pursuant to the Resident Agreement ("**Guaranteed Moneys**") as and when they fall due;
- 2 the Guarantor must pay the Provider on demand any Guaranteed Moneys owing to the Provider by the Resident;
- 3 the Guarantor indemnifies the Provider against all loss resulting from the Resident's failure to pay the Guaranteed Moneys whether such loss results from the Resident's breach of any provisions of the Resident Agreement or from the Resident Agreement being or becoming unenforceable against the Provider;
- 4 this Guarantee will be a continuing guarantee for the purpose of securing the payment of the Guaranteed Moneys and the performance of all the Guarantor's obligations under this Guarantee despite any part payment or part performance;
- 5 the liability of any person by whom this Guarantee has been executed will not be affected by:
  - 5.1 any other person failing to execute this Guarantee or failing or ceasing to be bound by it;
  - 5.2 the Provider granting the Resident or any Guarantor any time or other indulgence;
  - 5.3 the Provider agreeing not to sue the Resident or any Guarantor;
  - 5.4 any provision of the Resident Agreement or this Guarantee being found to be unenforceable;
  - 5.5 any other person being incapable of giving this Guarantee; or

- 5.6 the death or bankruptcy of any other person;
- 6 where the Guarantor comprises two or more parties this Guarantee binds each of them jointly and severally;
- 7 this Guarantee shall bind the personal legal representatives of the Guarantor;
- 8 the Guarantor agrees not to seek to recover any money from the Resident by way of reimbursement for payments made by the Guarantor to the Provider until the Provider has been paid in full;
- 9 the Guarantor agrees not to prove in the bankruptcy of the Resident for any amount which the Provider has demanded from the Guarantor until the Provider has been paid in full; and
- 10 the Guarantor agrees to pay the Provider any money which the Provider is required to refund to the Resident's trustee in bankruptcy as preferential payments received from the Resident.

The Guarantor acknowledges that the Guarantor has not executed this Guarantee as a result of or by reason of any promise, representation, statement or information of any nature or kind whatever given or offered to it by or on behalf of the Provider whether in answer to any enquiry by or on behalf of the Guarantor or not and that the Guarantor has read the terms of the Resident Agreement and understands the obligations of the Resident under the Resident Agreement with respect to the payment of the Guaranteed Moneys.

DATED the \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED** by \_\_\_\_\_ )  
\_\_\_\_\_ )  
in the presence of: \_\_\_\_\_

Witness: \_\_\_\_\_

Dated: \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED** by \_\_\_\_\_ )  
\_\_\_\_\_ )  
in the presence of: \_\_\_\_\_

Witness: \_\_\_\_\_

Dated: \_\_\_\_\_