



# 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 HIGH CARE (NURSING HOME) RESIDENTS

Care Facility: **St Andrews**



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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 High 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 Charge or Accommodation Bond agreement as the case may be.
- 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 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, not being an Accommodation Charge as defined in the Act, paid by You to a previous aged care facility before entering the Care Facility;
- 1.3 "**Accommodation Bond Balance**" means the amount to which You are entitled by way of a refund of the Accommodation Bond paid by You to a previous aged care facility;
- 1.4 "**Accommodation Charge**" 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;
- 1.5 "**Accommodation Services**" means those services, furnishings, furniture and equipment to be provided to residents receiving a High 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;

- 1.6 "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;
- 1.7 "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 "**Interim Low Level**" means the classification level given to a resident under subsection 9.3B(3) of the *Classification Principles 1997*;
- 1.19 "**Jurisdiction**" means the State or Territory in which the Care Facility is located;
- 1.20 "**Low Level of Residential Care**" means residential care given to a resident whose classification level:
- 1.20.1 consists of domain categories (as defined in the *Classification Principles 1997*) other than those referred to in the definition of High Level Residential Care in this Agreement; or
- 1.20.2 is Interim Low Level;
- 1.21 "**Maximum Permissible Interest Rate**" has the meaning given to it under the Act;
- 1.22 "**MPIR**" is the Maximum Permissible Interest Rate for the Occupancy Date, being the rate set out in Item 13 of Schedule One;
- 1.23 "**Occupancy Date**" means the date upon which You enter occupation of the Care Facility;
- 1.24 "**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;
- 1.25 "**Principles**" means the Principles enacted pursuant to section 96-1(1) of the Act;
- 1.26 "**Prudential Standards**" has the meaning given to it under the Act;
- 1.27 "**Resident Fees**" means the fees, not being an Accommodation Charge or Transferred Bond, payable by You to Us on a periodic and continuing basis for the provision of Care by Us to You;
- 1.28 "**Residential Care**" means those services to be provided to residents requiring a High 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;
- 1.29 "**Residents**" means all the residents of the Care Facility and includes You;
- 1.30 "**Retention Amounts**" means those amounts which We are entitled to retain from the Transferred Bond under the Act and which are calculated in accordance with clause 1 of Schedule Five;
- 1.31 "**Rules of Occupancy**" means the rules of the Care Facility as set out in Schedule Eight;
- 1.32 "**Schedule**" means a schedule to this Agreement;
- 1.33 "**Transferred Bond**" means the amount set out in Item 9 of Schedule One, being the Accommodation Bond Balance from Your previous aged care facility, and which

You have agreed to transfer for payment to Us in lieu of You paying the Accommodation Charge;

- 1.34 **"Transferred Bond Balance"** means an amount equal to the Transferred Bond less the Retention Amounts and any other amounts deducted or permitted to be deducted under the Act and this Agreement;

## **2 GRANT OF LICENCE AND LEVELS OF CARE**

2.1 We grant to 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 provisions of this Agreement.

2.3 If after entering the Care Facility You require a Low Level of Residential Care and You continue to occupy a place in the Care Facility, We shall be entitled to cease providing You with the Care referred to in clause 2.2. Instead, We must provide You with such services as are required by the Act at the relevant time to be provided to a resident requiring a Low Level of Residential Care.

2.4 If after entering the Care Facility You require a Low Level of Residential Care and You are moved into a facility providing a Low Level of Residential Care owned or managed by Us, this Agreement shall come to an end and You may be required to enter into a new agreement with Us in respect of Your occupation of a place in that facility.

## **3 ACCOMMODATION CHARGES**

3.1 If Item 7 of Schedule One requires You to do so, You must pay Us an Accommodation Charge in the amount and in the manner set out in Item 7 of Schedule One. If an Accommodation Charge is payable, the provisions of Schedule Four apply.

3.2 If after entering the Care Facility as a resident requiring a High Level of Residential Care, You require a Low Level of Residential Care and You continue to occupy a place in the Care Facility, You must continue to pay Us the Accommodation Charge in the amount and in the manner set out in Item 7 of Schedule One, and the provisions of Schedule Four shall continue to apply.

#### 4 TRANSFERRED BOND

If:

- 4.1 during the period of 28 days before the Occupancy Date, You have resided in another aged care facility ("**first facility**") as a resident requiring a Low Level of Residential Care; and
- 4.2 You paid an Accommodation Bond to the first facility; and
- 4.3 You are entitled to an Accommodation Bond Balance; and
- 4.4 We are entitled to charge You an Accommodation Charge for entry to the Care Facility,

then, if agreed between us:

- 4.5 You shall cause the first facility to transfer the Accommodation Bond Balance (referred to in this Agreement as the "**Transferred Bond**") to Us within seven days from the Occupancy Date; and
- 4.6 the Transferred Bond in the sum specified in Item 9 of Schedule One shall be paid by You to Us in place of the Accommodation Charge. If the Transferred Bond is payable:
  - 4.6.1 the provisions of Schedule Five apply; and
  - 4.6.2 if it is paid wholly or partly by way of a lump sum We guarantee repayment of the Transferred Bond Balance to You or Your legal representative in the manner and at the time set out in Schedule Five.

#### 5 RESIDENT FEES

- 5.1 You agree to pay Resident Fees to Us in accordance with Schedule Six. Unless otherwise advised by notice in writing to You, Resident Fees are payable calendar monthly in advance, with the first payment to be made on the Occupancy Date.
- 5.2 The amount of Resident Fees payable on admission is set out in Item 10 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 11 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 pursuant to clause 6.1 all monies paid by You must be immediately refunded to 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 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 2.4 and 6 and Schedule Seven.
- 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 to 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 (with the exception of the Accommodation Charge) is not paid by the date upon which it is due, We will be entitled to interest on such amount at the rate of 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 on a permanent basis to You, whichever is the earlier.

- 10.2 You must bear 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.

## **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 Resident's Rights and Responsibilities as set out in Schedule Nine.

## **14 COMPLAINT RESOLUTION**

Schedule Ten 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 must give to You such financial statements in relation to Us and the Care Facility as may be 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 have given reasonable notice in writing about the variation to You.
- 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;
  - 17.1.2 for the purpose for which the information was provided by or on Your behalf to Us;
  - 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 clause 7 of Schedule Four and clause 5 of Schedule Five; or
  - 17.1.4 as otherwise required under the Act.
- 17.2 We will protect Your Personal Information against loss or misuse.

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

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

## **19 NOTICE**

Any notice required to be served under this Agreement is deemed sufficiently served 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 been served 48 hours after the posting. If the notice is delivered, the party concerned shall be deemed to have been served upon the delivery of the notice.

## **20 SPECIAL CONDITIONS**

Any special conditions to this Agreement are set out in Schedule Eleven 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 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 shall 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.



**RESIDENT AGREEMENT FOR HIGH CARE  
(NURSING HOME) RESIDENTS**



**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>	<p>Uniting Church Homes  ABN: 15 360 992 349  Of 313 Main Street  Balcatta  Western Australia  6914</p>
<b>3</b>	<b>Resident</b>	<p>sample sample  of sample  sample  Western Australia  6018</p>
<b>4</b>	<b>Care Facility</b> (Clause 1.12)	St Andrews
<b>5</b>	<b>Room number</b> (if agreed between Us and You) (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 Charge</b> (Clause 3)	<p>An Accommodation Charge is payable If payable, the Accommodation Charge as at the date of this Agreement is \$25.05 per day or \$761.94 per month, payable in advance.</p> <p>You have not given Us a copy of a determination made by the Department under section 44-8AB of the Act.</p>
<b>8</b>	<b>Maximum amount of Accommodation Charge</b> (Clause 2 of Schedule Four)	<p>The maximum monthly amount of Accommodation Charge payable by You is the lowest of:</p> <ol style="list-style-type: none"> <li>1) \$761.94 (being the maximum charge as at the date of this Agreement or such other amount as shall be set by the Department from time to time);</li> <li>2) the margin of the value of Your assets above \$36,000.00 (or such other amount as shall be determined by the</li> </ol>

Department from time to time) divided by 69 months; and

3) such amount as is specified in, or worked out in accordance with, the Principles.

**9 Transferred Bond**  
(Clause 4)

A Transferred Bond is not payable. If payable, You will pay the Transferred Bond of \_\_\_\_\_ to Us.

The monthly Retention Amount will be \_\_\_\_\_.

**10 Initial Resident Fees**  
(Clause 5.2)

\$96.32

**11 Direct Debit Account**

Account Details:

BSB No:

Account No:

Account Name:

**12 Calculation of Resident Fees**  
(Clause 2 of Schedule Six)

- 1) Daily standard resident contribution is \$36.94 (clause 2.1 of Schedule Six);
- 2) **PLUS** the daily compensation payment reduction of \$0.00 (clause 2.2 of Schedule Six);
- 3) **PLUS** the maximum daily income tested reduction of \$59.38 (clause 2.3 of Schedule Six);
- 4) **LESS** the daily hardship supplement of \$0.00 (clause 2.4 of Schedule Six);
- 5) **PLUS** any other agreed daily amounts of \$0.00 (clause 2.5 of Schedule Six); and
- 6) **PLUS** the daily extra service amount of \$0.00 (clause 2.6 of Schedule Six).

**13 Rate of MPIR**  
(Clause 1.22)

7.95% per annum

**14 Interest rate on late payment of**

4.00% per annum

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**Accommodation Charges**  
(Clause 4 Schedule Four)

**SCHEDULE TWO - RESIDENTIAL CARE**  
(Clause 1.28 and 2.2)

Care or service	Content
<b>1 Assistance in activities of daily living</b>	<p>Personal assistance, including individual attention, individual supervision and physical assistance with:</p> <p>1.1 bathing, showering, personal hygiene and grooming;</p> <p>1.2 maintaining continence or managing incontinence, and the use of aids and appliances designed to assist continence management;</p> <p>1.3 eating, use of eating utensils and eating aids (including actual feeding where necessary) and the provision of eating aids;</p> <p>1.4 dressing, undressing, and the use of dressing aids;</p> <p>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;</p> <p>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;</p> <p>but excluding hairdressing.</p>
<b>2 Meals and refreshments</b>	<p>Special diets if required.</p>
<b>3 Emotional support to, and supervision of, residents</b>	<p>Emotional support to, and supervision of, the residents.</p>

<b>Care or service</b>	<b>Content</b>
<b>4 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.
<b>5 Recreational therapy</b>	Recreational activities suited to residents, assistance with participation in those activities and the provision of communal recreational equipment.
<b>6 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.
<b>7 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.
<b>8 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.
<b>9 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.

**Care or service**

**Content**

**10 Nursing services**

Initial and on-going assessment, planning and management of care for residents, carried out by a registered nurse.

Nursing services carried out by a registered nurse, or other professional appropriate to the service (eg medical practitioner, stoma therapist, speech pathologist, physiotherapist or qualified practitioner from a palliative care team).

Services may include, but are not limited to, the following:

- 10.1 establishment and supervision of a complex pain management or palliative care program, including monitoring and managing any side effects;
- 10.2 insertion, care and maintenance of tubes, including intravenous and naso-gastric tubes;
- 10.3 establishing and reviewing a catheter care program, including the insertion, removal and replacement of catheters;
- 10.4 establishing and reviewing a stoma care program;
- 10.5 complex wound management;
- 10.6 insertion of suppositories;
- 10.7 risk management procedures relating to acute or chronic infectious conditions;
- 10.8 special feeding for care recipients with dysphagia (difficulty with swallowing);
- 10.9 suctioning of airways;
- 10.10 tracheostomy care;
- 10.11 enema administration;
- 10.12 oxygen therapy requiring ongoing supervision because of a resident's variable needs; and

Care or service	Content
	10.13 dialysis treatment.
11 Administration of medications	The administration and dispensing of medications subject to requirements of State or Territory legislation.
12 Provision of therapy services, such as recreational, speech therapy, podiatry, occupational physiotherapy	<p>12.1 Maintenance therapy delivered by health professionals, or care staff as directed by health professionals, designed to maintain residents' levels of independence in activities of daily living.</p> <p>12.2 More intensive therapy delivered by health professionals, or care staff as directed by health professionals, on a temporary basis designed to allow residents to attain a level of independence at which maintenance therapy will meet their needs.</p> <p>Excludes:</p> <p>Intensive, long term rehabilitation services required following, for example, serious illness or injury, surgery or trauma.</p>
13 Provision of oxygen and oxygen equipment	Provision of oxygen and oxygen equipment on a short term, episodic or emergency basis.

**SCHEDULE THREE - ACCOMMODATION SERVICES**  
(Clauses 1.5 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>

Care or service	Content
	<p>10.2 Supply of special dietary requirements having regard to either medical need or religious or cultural observance.</p> <p>10.3 Provision of food, including fruit of adequate variety, quality and quantity, and non-alcoholic beverages, including fruit juice.</p>
<b>11 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.
<b>12 Emergency assistance</b>	At least one responsible person is continuously on call and in reasonable proximity to render emergency assistance.
<b>13 Furnishings</b>	Over-bed tables.
<b>14 Bedding materials appropriate to each resident's condition</b>	Bed rails, incontinence sheets, restrainers, ripple mattresses, sheepskins, tri-pillows, water and air mattresses.
<b>15 Toiletry goods</b>	Sanitary pads, tissues, toothpaste, denture cleaning preparations, shampoo and conditioner, and talcum powder.
<b>16 Goods to assist residents to move themselves</b>	Crutches, quadruped walkers, walking frames, walking sticks, wheelchairs. However, this excludes motorised wheelchairs and custom made aids.
<b>17 Goods to assist staff to move residents</b>	Mechanical devices for lifting residents, stretchers, trolleys.
<b>18 Goods to assist with toileting and incontinence management</b>	Absorbent pads, commode chairs, disposable bed pan and urinal covers, disposable pads, over toilet chairs, shower chairs and urodomes, catheter and urinary drainage appliances, disposable enemas.
<b>19 Basic medical or pharmaceutical supplies and equipment</b>	Analgesia, anti-nausea agents, bandages, creams, dressings, laxatives and aperients, mouthwashes, ointments, saline, skin emollients, swabs, urinary alkalisating agents. However, this excludes any goods prescribed by a health practitioner for a particular resident and used only by the resident.

**SCHEDULE FOUR - ACCOMMODATION CHARGES**  
(Clause 3)

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

**1 AMOUNT OF THE ACCOMMODATION CHARGE**

The amount of the Accommodation Charge payable by You as at the date of this Agreement is as set out in Item 7 of Schedule One.

**2 CALCULATION OF ACCOMMODATION CHARGE**

The maximum monthly Accommodation Charge payable by You is the amount determined in accordance with Item 8 of Schedule One.

**3 PERIOD DURING WHICH ACCOMMODATION CHARGE IS PAYABLE**

3.1 The Accommodation Charge 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.

3.2 Notwithstanding clause 3.1 of this Schedule, if before You entered the Care Facility, You had resided in another care facility prior to 1 July 2004 ("**first facility**") and had paid Accommodation Charges to the first facility, the Accommodation Charge will be payable for a maximum of 60 months from the date that You commenced payment of an Accommodation Charge to the first facility.

**4 INTEREST ON ACCOMMODATION CHARGE**

If You do not pay the Accommodation Charge when it is due, interest on the outstanding amount, calculated from the date one month after the Accommodation Charge is due, must be paid to Us for the period that the Accommodation Charge is overdue. The interest chargeable by Us is fixed at twice the rate determined by the Minister for Social Security under section 1082(1) of the *Social Security Act 1991* (Commonwealth). As at the date of this Agreement, the rate of interest chargeable on overdue Accommodation Charges is as set out in Item 14 of Schedule One.

**5 SPECIFIC ACCOMMODATION OR ADDITIONAL SERVICES CONSEQUENT UPON AGREEMENT TO PAY ACCOMMODATION CHARGE**

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

**6 APPLICABLE FINANCIAL HARDSHIP PROVISIONS**

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

- 6.1 the determination is declined; or
- 6.2 the determination is made but later ceases to be in force.

## 7 PROVISION OF INFORMATION TO THIRD PARTIES

- 7.1 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:
  - 7.1.1 whether You have agreed to pay the Accommodation Charge, and if so, the amount of the Accommodation Charge; and
  - 7.1.2 the number of days for which the Accommodation Charge accrued pursuant to clause 3.1 of this Schedule.
- 7.2 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.

## 8 RECLASSIFICATION OF RESIDENTS

If You:

- 8.1 are classified by Us as not eligible to pay the Accommodation Charge for the purposes of the Act as at the Occupancy Date and the Department subsequently determines that You are eligible to pay an Accommodation Charge as at the Occupancy Date; or
- 8.2 have agreed to pay an Accommodation Charge 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 Charge greater than that set out in this Agreement;

then:

- 8.3 We are entitled to require You to pay to Us an Accommodation Charge calculated in accordance with the Act and on the basis of the Department's determination; and
- 8.4 We must notify You of the Department's determination and advise You of the amount of the Accommodation Charge payable by You under this paragraph, and the amount of that Accommodation Charge shall be deemed to be the Accommodation Charge referred to in this Agreement.

**SCHEDULE FIVE - PAYMENT OF TRANSFERRED BOND**  
(Clause 4)

If Item 9 of Schedule One states that the Transferred Bond is payable in lieu of an Accommodation Charge, the following provisions apply:

**1 RETENTION AMOUNTS AND OTHER CHARGES**

- 1.1 We shall be entitled to monthly Retention Amounts in the sum set out in Item 9 of Schedule One (each being an amount equal to the monthly retention amounts retained by Your previous care facility ("**first facility**").
- 1.2 The Retention Amounts 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 left the Care Facility together with all belongings, up to a maximum of:
- 1.2.1 60 months from the Occupancy Date; less
  - 1.2.2 the number of months in respect of which Retention Amounts had been paid by You to the first facility.
- 1.3 We will be entitled to deduct from the Transferred Bond Balance:
- 1.3.1 the Retention Amounts;
  - 1.3.2 any amounts owed to Us by You under this Agreement; and
  - 1.3.3 any interest calculated in accordance with the Act on such amounts owed.

**2 RIGHT OF PROVIDER TO INTEREST ON TRANSFERRED BOND**

If You have agreed to pay the Transferred Bond, You must ensure that it is paid within seven days of the Occupancy Date ("**due date**"). If the Transferred Bond is not paid by the agreed date, We are entitled to interest on the Transferred Bond calculated in accordance with the following formula:

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

where: **MPIR** is the rate set out in Item 13 of Schedule One;

**TB** is the Transferred Bond; and

**ND** is the number of days from the due date to the date the Transferred Bond is paid.

**3 WHEN TRANSFERRED BOND BALANCE MUST BE REFUNDED AND AMOUNT WORKED OUT**

- 3.1 The Transferred Bond Balance (if any) less the Retention Amounts will be refunded if:
- 3.1.1 You die; or
  - 3.1.2 You cease to be provided with Residential Care in the Care Facility; or

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

3.2 The Transferred Bond Balance will be refunded within the following time frames:

3.2.1 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;

3.2.2 if You are to 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 were 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;

3.2.3 in any other case - within 14 days of the happening of any of the circumstances set out in clauses 3.1.2 or 3.1.3 of this Schedule.

#### **4 INTEREST PAYABLE ON OUTSTANDING TRANSFERRED BOND BALANCE**

4.1 If any of the events referred to in clause 3.1 of this Schedule occur ("**Refunding Event**") and the Transferred Bond Balance is refunded to You within the time required under clause 3.2, then, at the time the Transferred Bond Balance is refunded, We must also pay to You interest on the outstanding Transferred 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 Transferred Bond Balance is refunded in full.

4.2 If a Refunding Event occurs and the Transferred Bond Balance is refunded to You after the time required under clause 3.2, then, at the time the Transferred Bond Balance is refunded, We must:

4.2.1 for the period from the day after the Refunding Event has occurred until the expiration of the time required under clause 3.2, pay to You interest on the outstanding Transferred Bond Balance calculated at the Base Interest Rate; and

4.2.2 thereafter pay to You interest on the outstanding Transferred Bond Balance calculated at the applicable MPIR until the date the Transferred Bond Balance is refunded in full.

#### **5 PROVISION OF INFORMATION TO THIRD PARTIES**

5.1 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:

- 5.1.1 whether You have agreed to pay the Transferred Bond in lieu of the Accommodation Charge; and
- 5.1.2 the period remaining in the period referred to in clause 1.2 of this Schedule for which the Retention Amounts are able to be deducted from the Transferred Bond Balance.
- 5.2 Where We are the recipient of information of a kind similar to that set out in clause 5.1 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.

## **6 PRUDENTIAL REQUIREMENTS**

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

- 6.1 complying with the Liquidity Standard (which has the meaning given to it under the Act);
- 6.2 maintaining a Bond Register as required under the Records Standard (which has the meaning given to it under the Act) ("**Bond Register**");
- 6.3 providing to the Department on an annual basis a written statement:
  - 6.3.1 detailing the total number and value of Accommodation Bond Balances held by Us as at the end of the relevant financial year;
  - 6.3.2 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;
  - 6.3.3 that We have guaranteed in writing repayment of Accommodation Bond Balances to new residents who have paid an Accommodation Bond during the previous year;
  - 6.3.4 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;
  - 6.3.5 as to whether We have complied with the Prudential Standards, and if We have not so complied, the additional information required under the Act;
  - 6.3.6 containing an audit opinion from an independent auditor as to whether We have complied with the Prudential Standards in the relevant financial year; and
  - 6.3.7 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 6.3.6 of this Schedule;

- 6.4 if We hold a Transferred Bond with respect to You, providing to You:
- 6.4.1 on an annual basis;
- (a) a copy of the entry into the Bond Register with respect to the Transferred Bond paid by You, as at the end of the financial year;
  - (b) a copy of the statement referred to in clauses 6.3.4 and 6.3.5 of this Schedule; and
  - (c) a copy of the audit opinion referred to in clause 6.3.6 of this Schedule; and
- 6.4.2 upon request:
- (a) a copy of the entry into the Bond Register with respect to the Transferred Bond paid by You, as at the date of Your request; and
  - (b) a copy of the most recent statement of the Care Facility's audited accounts; and
- 6.5 providing to each prospective resident of the Care Facility the information required under the Prudential Standards.

**SCHEDULE SIX - POLICIES AND PRACTICES IN SETTING OF RESIDENT FEES**  
(Clauses 1.27 and 5)

**1 INITIAL RESIDENT FEES**

As set out in Item 10 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 12(1) of Schedule One;

to which is added

2.2 The daily compensation payment reduction\* in the amount set out in Item 12(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 12(3) of Schedule One. This amount shall be chargeable from the date of entry to the Care Facility. (Please 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 12(4) of Schedule One;

to which is added

2.5 Any other agreed daily amounts which may be set out in Item 12(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 12(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 Transferred Bond is greater than 10 times the basic age pension at the Agreed Occupancy Date. This

amount (if any) is set out in Item 12(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 12(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 have the responsibility of providing and paying the cost of any items not listed in either Schedules Two and Three, or which are Your personal or preferred choice, such as:

- 4.1 personal pharmaceutical items;
- 4.2 incontinence aids other than the kind normally provided by Us;
- 4.3 hairdressing and other personal beauty care;
- 4.4 dental, rehabilitation therapy specially prescribed for You and other complementary services specially prescribed for You;
- 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 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 cost 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 SEVEN - 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 on 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 is 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 an employee of Ours 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; or
- 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 two 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 the medical practitioners appointed for this purpose and further agree 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 must give to You written notice of:

- 2.1 Our decision;
- 2.2 the reasons for the decision;
- 2.3 when You are to 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.

Such notice must be given by Us at least 14 days before You are required to leave.

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

Upon the termination of this Agreement and Your departure, You:

- 3.1 must immediately give Us all keys to the Accommodation and other property belonging to Us in Your possession or control;
- 3.2 are liable for the costs of cleaning and if necessary, reinstating the Accommodation to its original state, fair wear and tear excepted; and
- 3.3 are entitled to a refund of the Transfer Bond Balance less the Retention Amounts.

## **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 must provide assistance to contact the appropriate facility to make arrangements for You to move to an appropriate facility.

**SCHEDULE EIGHT - RULES OF OCCUPANCY**  
(Clauses 1.31 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 duly appointed attorney to Our Manager upon Your admission. Any change of next-of-kin should be notified in writing to Our 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 requested 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 relating to the Care Facility 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 hour. You may not have another person residing in Your room overnight without Our consent.
- 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 You are not permitted to use electric blankets in the Care Facility.
- 24 Motorised scooters must be stored in the allocated area of the Care Facility. We are not responsible for the maintenance or repair 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 NINE - 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 TEN - 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 within 30 days from the date of submission of the complaint, 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**

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**SCHEDULE ELEVEN - 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

ATTACHMENT A - GUARANTEE AND INDEMNITY

**Guarantor(s)**

1 Name:  
Address:

2 Name:  
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: \_\_\_\_\_