
Balranald Shire Council

AND

RESIDENT

RESIDENT AND ACCOMMODATION AGREEMENT

Residence: Bidgee Haven Hostel

Resident and Accommodation Agreement

We offer Residential Care and Accommodation under the Aged Care Act.

This Agreement sets out the terms and conditions regulating the relationship between you and us.

The following provisions are attached:

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Agreement Details

Your Personal Details		
Full Name (You/Consumer)	RESIDENT	
Date of Birth		
Current Address		
Billing Address		
Email Address		
Emergency Contact	Name	
	Address(es)	
	Phone Number(s)	
	Email Address	
Authorised Representative(s) (if any) eg under a duly appointed enduring power of attorney, guardian, administrator, financial manager	Type of authority	
	Name	
	Address(es)	
	Phone Number(s)	
	Type of authority	
	Name	
	Address(es)	
	Phone Number(s)	
	Type of authority	
	Name	
	Address(es)	
	Phone Number(s)	
	Type of authority	
	Name	
	Address(es)	
	Phone Number(s)	
	Type of authority	
	Name	
	Address(es)	
	Phone Number(s)	
	Type of authority	
	Name	
	Address(es)	
	Phone Number(s)	
Approved Provider (We/Us/Provider)	Name	Balranald Shire Council
	Address	
	Phone	
	ABN/ACN	

Our Details - Residence and Provider		
Name of Residence	Bidgee Haven Hostel	
Address	24 Mayall Street Balranald New South Wales 2715	
Phone	(03) 5020-1035	
Approved Provider (We/Us/Provider)	Name	Balranald Shire Council
	Address	
	Phone	
	ABN/ACN	

Occupancy						
Room	Room		Bed		Wing	
	Room Description					
Entry Date						
Period of Pre-Entry Leave (if any)		From		To		

Financial Assessment	
Means Tested Assessment (if known)	Financial Information Provided: <input type="checkbox"/> No <input type="checkbox"/> Yes Means Tested Assessment: <input type="checkbox"/> Completed <input type="checkbox"/> Declined <input type="checkbox"/> Pending Your Means Tested Assessment is calculated by Centrelink/DVA in accordance with the Aged Care Act and is based on your income and assets. Your Means Tested Assessment may change. If you do not have a Means Tested Assessment: <ul style="list-style-type: none"> • you will have to pay the maximum amount of Care Fees (see C10); and • you will be required to pay the Advertised Room Price for your Room.

Your Fees							
Accommodation Cost							
Advertised Room Price							
Accommodation Cost	Type of Fee (see clause C1) The type of Accommodation Cost you must pay depends on your Means Tested Assessment. As at the date of preparing this Agreement, we have assessed that you are eligible to pay the following type of Accommodation Cost:						
	<input type="checkbox"/> Accommodation Payment <input type="checkbox"/> Accommodation Contribution <input type="checkbox"/> Not Applicable (Fully Supported Care Recipient)						
	How You Pay (see clause C4) You can elect to pay your Accommodation Cost by way of a Refundable Deposit, a Daily Payment or a combination of both. If no election is made, you will pay by way of Daily Payments.						
	<input type="checkbox"/> Refundable Deposit (RAD or RAC) The total amount payable if you select this option will be:						
	<input type="checkbox"/> Daily Payments (DAPs or DACs) The daily amount payable if you select this option will be: (subject to any adjustments under this Agreement)						
	<input type="checkbox"/> Combination <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td>Refundable Deposit amount:</td> </tr> <tr> <td></td> <td>Remaining Refundable Deposit balance:</td> </tr> <tr> <td></td> <td>Daily Payment amount: per day</td> </tr> </table>		Refundable Deposit amount:		Remaining Refundable Deposit balance:		Daily Payment amount: per day
	Refundable Deposit amount:						
	Remaining Refundable Deposit balance:						
	Daily Payment amount: per day						

Your Fees	
Care Fees	
In addition to your Accommodation Cost, you must pay your Care Fees. If you do not have a Centrelink/DVA assessment, you must pay the maximum amount permitted until an assessment is made, at which time we will make an appropriate adjustment.	
Basic Daily Fee	
<i>plus</i> Means Tested Care Fees (if any)	
<i>plus</i> Compensation Payment Fee (if any)	
<i>minus</i> Hardship Supplement amount (if any)	
<i>plus</i> Remote Area Amount or Unfunded Place Amount	
Total Care Fees	Starting daily amount will be: per day
Additional Services Fee	
You may be offered Additional Services in addition to the Specified Care and Services we provide. The Additional Services (if any) that are available to purchase as at the Date of this Agreement and the terms applicable to the provision of Additional Services are set out in Part I.	
<input type="checkbox"/> You have agreed to purchase the Additional Services specified in the Agreement (including Part I) from the Entry Date.	
Additional Services Fee (if any)	(which includes GST)
Adjustment formula for Additional Services Fee	
Additional Services Period	
Prior Notice period	7 days is the minimum notice you must give us to stop receiving Additional Services

Fee Summary	
Refundable Deposit (if applicable)	
Daily Payment (if applicable)	
Care Fees	per day
Additional Services Fee	per day
Total Daily Amount	per day
Payment Cycle	Monthly In Advance

Amounts you are to Pay on Entry	
On the Entry Date, you must pay the following amounts:	
Accommodation Cost (if applicable)	
Care Fees	
Care Fees	
<i>plus</i> Means Tested Care Fee	
<i>plus</i> Compensation Payment	
<i>minus</i> Hardship Supplement	

Amounts you are to Pay on Entry	
<i>plus</i> Remote Area or Unfunded Place <i>plus</i> Pre-Entry Leave	
Additional Services Fee	
Accommodation Payment or Accommodation Contribution (if applicable)	
Total amount due on Entry Date	

General	
MPIR	per annum. The MPIR is used to calculate your accommodation costs. It is also used to calculate any interest you must pay on late payments.

Extra Conditions	
Extra Conditions (if applicable)	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, see Part J.

Signing Page

Date of this Agreement

Failure to sign this Agreement
<p>This Agreement will apply, as if you had signed it, if:</p> <ul style="list-style-type: none"> • this Agreement is deemed to apply under the Aged Care Act; or • you are otherwise deemed to have accepted the terms of this Agreement.

Right to withdraw from this Agreement
<p>You can withdraw from this Agreement within 14 days of signing by notifying us in writing that you want to withdraw. If you elect to withdraw, this Agreement has no effect, however you must still pay us for any fees and charges payable under this Agreement for the time you have stayed at the Residence. We will refund any other amounts you have paid to us under this Agreement.</p>

Opportunity to sign Charter of Aged Care Rights
<p>You acknowledge that we have provided you with a copy of the Charter and assisted you to understand the Charter and any other information we have provided in relation to your rights under the Charter.</p> <p>You also acknowledge that you have been given a reasonable opportunity to sign the Charter in the space provided in Part A. Although we encourage you to sign the Charter, signing is optional and you will be entitled to receive Residential Care and Accommodation and exercise your rights under the Charter if you choose not to sign.</p>

Opportunity to obtain independent advice
<p>You acknowledge that you have had the opportunity to have this Agreement explained to you, ask questions and obtain independent advice (including legal and financial advice) and that you are satisfied with all elements of the manner in which Residential Care, Accommodation and Additional Services (if applicable) will be provided.</p> <p>Please sign below to indicate your willingness to enter the Residence in accordance with this Agreement.</p>

Signed by the **Consumer** or their **authorised representative**: Signed by an **authorised officer** of the **Provider**:

Signature:

Print full name: RESIDENT

Date:

in the presence of:

Witness:

Print full name:

Date:

Signature:.....

Print full name:

Capacity:

Date:

in the presence of:

Witness:

Print full name:

Date:

Part A: Charter of Aged Care Rights



Australian Government
Department of Health



Australian Government
Aged Care Quality and Safety Commission

I have the right to:

1. safe and high quality care and services;
2. be treated with dignity and respect;
3. have my identity, culture and diversity valued and supported;
4. live without abuse and neglect;
5. be informed about my care and services in a way I understand;
6. access all information about myself, including information about my rights, care and services;
7. have control over and make choices about my care, and personal and social life, including where the choices involve personal risk;
8. have control over, and make decisions about, the personal aspects of my daily life, financial affairs and possessions;
9. my independence;
10. be listened to and understood;
11. have a person of my choice, including an aged care advocate, support me or speak on my behalf;
12. complain free from reprisal, and to have my complaints dealt with fairly and promptly;
13. personal privacy and to have my personal information protected; and
14. exercise my rights without it adversely affecting the way I am treated.

Consumer

Provider

Consumer (or authorised person)'s signature (if choosing to sign)

Signature of Provider's staff member

RESIDENT

Full name of Consumer

Full name of Provider's staff member

Full name of authorised person (if applicable)

Balranald Shire Council

Name of Provider

 / /
Date on which the Consumer was given a copy of the Charter

 / /
Date on which the Consumer (or authorised person) was given the opportunity to sign the Charter

Part B : Care and Accommodation

B1 Care and Accommodation we will provide

We will provide you with Accommodation and the Standard Care and Services we consider or assess you require from the Specified Care and Services (see Part G) at the Residence from the Entry Date until this Agreement ends.

B2 Your Room and Accommodation

You have a right to occupy your Room and use the Communal Areas from the Entry Date for the remainder of your lifetime or until this Agreement ends.

B3 Nature of your occupancy rights

The occupancy rights conferred under this Agreement are contractual only and you:

- (1) are not conferred any tenancy or other estate or interest in or over the Residence; and
- (2) must not register this Agreement or lodge any caveat in respect of the Residence or any part of it (and if you do so, you irrevocably authorise us to remove or withdraw the relevant dealing).

B4 Additional Services

- (1) An Additional Service we offer may consist of Multiple Items or a Single Item that can be purchased for an Additional Service Fee.
- (2) As at the Date of this Agreement, the Additional Services (if any) that are available to purchase and the basis upon which they will be provided is set out in Part I.
- (3) If no Additional Services are specified in Part I, we will let you know if Additional Services are available after the Entry Date and if so, whether they are available for purchase on the terms set out in Part I or on another basis.

B5 What happens if your care needs change

- (1) If after entering the Residence your needs or condition change, we will:
 - (a) assess our capacity to provide you with additional or different Standard Care and Services;
 - (b) tell you if the change will affect the amounts you must pay us under this Agreement; and
 - (c) consult with you and your authorised representatives about our ability to continue to care for you, which will include an assessment of possible options and alternatives.
- (2) If your care needs exceed our capacity to provide you with Standard Care and Services, we may end the Agreement in accordance with clause D11.

Part C: Fees and Payments

C1 Type of Accommodation Cost you must pay

- (1) You must pay an Accommodation Payment if:
 - (a) your Means Tested Assessment at the Entry Date is equal to, or greater than, the Maximum Accommodation Supplement for that day; or
 - (b) you do not provide sufficient information to undergo an income and assets assessment, to allow your Means Tested Assessment to be calculated.
- (2) If you are not required to pay an Accommodation Payment because your Means Tested Assessment at the Entry Date is less than the Maximum Accommodation Supplement for that day, you must pay an Accommodation Contribution unless you are a Fully Supported Care Recipient.
- (3) If you are a Fully Supported Care Recipient, you may be required to pay an Accommodation Contribution at some point after your admission depending on your Means Tested Assessment in accordance with the Aged Care Act.
- (4) If the information provided to us to calculate your Means Tested Assessment is incorrect or altered and we subsequently determine that you should pay an Accommodation Payment instead of an Accommodation Contribution or that you should pay an Accommodation Payment instead of being a Fully Supported Care Recipient, your payments will be reclassified and recalculated with effect from your Entry Date based on the maximum charges notified at the Entry Date and the Method of Calculation. In that instance, your Accommodation Payment amount will be the same as the Advertised Room Price. If that occurs, an adjustment will be made and we will notify you of this. You must pay us any additional amounts due on the basis of the correct calculation within 7 days of us providing you with written notice.

C2 Rules regarding the amount of your Accommodation Cost

- (1) If you are required to pay your Accommodation Cost as an Accommodation Payment, the amount of the fee will be as set out in the Agreement Details, or, if no amount is specified, the Advertised Room Price.
- (2) If you are required to pay your Accommodation Cost as an Accommodation Contribution, the amount you have to pay can change from time to time depending on:
 - (a) your Means Tested Assessment; and/or
 - (b) the accommodation supplement amount that the Residence receives (which can change depending on whether we are significantly refurbished and the number of supported care recipients in the Residence at the time).
- (3) If the amount of Accommodation Contribution payable by you increases, you can elect to pay the difference by:
 - (a) increasing your Daily Payments;
 - (b) paying or topping up a Refundable Deposit; or
 - (c) a combination of these.
- (4) The amount of your Accommodation Contribution will not exceed the amount determined for you by the government based on your Means Tested Assessment.

C3 Effect of hardship determination on Accommodation Cost

- (1) Your Accommodation Cost can be reduced or waived if you are granted a financial hardship determination under the Aged Care Act.
- (2) If you apply to the Department for a financial hardship determination (or we apply for one on your behalf), you must still pay your Accommodation Cost if:
 - (a) the Department refuses to make the determination; or
 - (b) the determination is made but later ceases to be in force.

C4 How to pay your Accommodation Cost

- (1) Within 28 days of the Entry Date, you must elect to pay your Accommodation Cost by:
 - (a) Daily Payments;
 - (b) a Refundable Deposit; or
 - (c) a combination of these.
- (2) If you do not advise us how you will pay in this timeframe, you must pay by Daily Payments (although you can later choose to pay a Refundable Deposit).
- (3) If you decide to pay partly or wholly by Daily Payments, you can pay a Refundable Deposit or increase the amount of your Refundable Deposit at any time, which will reduce your Daily Payments.
- (4) If you choose to pay by Daily Payments, you must pay them in accordance with the Payment Cycle with the first payment due on your Entry Date. An adjustment will be made if you have entered on a day that does not fit with the Payment Cycle.
- (5) If you choose to pay a Refundable Deposit:
 - (a) you have up to 6 months after your Entry Date to pay your Refundable Deposit (although you may choose to do so before then); and
 - (b) you must pay Daily Payments until you pay the Refundable Deposit.
- (6) You can pay a Refundable Deposit, or increase the amount of your Refundable Deposit at any time. This will reduce your Daily Payments. If we agree to reduce your Daily Payments because you agree to increase your Refundable Deposit, we will only do so if you actually pay the increase to your Refundable Deposit.
- (7) You authorise us to complete this Agreement to include the selected or deemed method of payment.

C5 What can be deducted from your Refundable Deposit

- (1) If you pay a Refundable Deposit, we will deduct your Daily Payments if you ask us to in writing.
- (2) You authorise us to deduct the following from your Refundable Deposit either upon your request or, if the amounts are due and owing but unpaid :
 - (a) any amounts owing to us under this Agreement (including but not limited to Daily Payments, Care Fees and Additional Services Fee) and interest on those amounts; and
 - (b) any costs, charges and expenses we reasonably incur if you breach this Agreement.

- (3) We will advise you in writing if we make any deduction from your Refundable Deposit under clause C5(2).

C6 What happens if we make deductions from your Refundable Deposit

- (1) If we deduct any amounts from your Refundable Deposit, we will require you to maintain the agreed Accommodation Cost by your choice of the following:
- (a) paying the Daily Payment or increased Daily Payment amount, as notified by us;
 - (b) topping up your Refundable Deposit to the correct amount (which we will notify you of);
or
 - (c) a combination of these.
- (2) If amounts are deducted from your Refundable Deposit, the amount of your Daily Payments will increase.

C7 When we will refund your Refundable Deposit Balance

- (1) We will refund your Refundable Deposit less permitted deductions (Refundable Deposit Balance) in accordance with the rules in the Aged Care Act.
- (2) If you die, we will refund your Refundable Deposit Balance within 14 days of receiving a copy of the grant of probate or letters of administration.
- (3) Unless we agree otherwise, we will only refund your Refundable Deposit Balance to the authorised representative of your estate appointed pursuant to a grant of probate or letters of administration.

C8 Care Fees

- (1) The initial Care Fees you must pay are set out in the Agreement Details but these may change when we receive your Centrelink or DVA assessment if the change is accepted by us or required by the Aged Care Act.
- (2) Care Fees are calculated in accordance with the Aged Care Act as set out in Part K(16).
- (3) Care Fees are payable for your time at the Residence (including any periods of leave), subject to the annual and lifetime caps which are set under the Aged Care Act.
- (4) You must pay your Care Fees in accordance with the Payment Cycle. The first payment is due on your Entry Date.

C9 Changes to your Care Fees

- (1) We may reassess and vary the Care Fees you are charged:
- (a) by reapplying the formula in Part K(16), each time an assessment or variation is permitted under or prescribed by the Aged Care Act;
 - (b) each time the pension increases by way of making a corresponding increase to your Care Fees;
 - (c) based on applicable legislation or policies set by a government department or agency from time to time, including the Department;

- (d) whenever there is a change to your care needs under the Aged Care Act (in which case we will charge the maximum amount permitted under the Aged Care Act according to the level of your care needs); and/or
 - (e) if your Means Tested Assessment changes (in which case we will charge the maximum amount permitted under the Aged Care Act based on your means).
- (2) Changes to your Care Fees will take effect on the sooner of:
- (a) the first available date permitted by the Aged Care Act; and
 - (b) 28 days after we give you notice of the change.
- (3) We may review your Care Fees at any time permitted by the Aged Care Act and/or notified by the Department. Any delay in conducting a review does not prevent the review from taking place and being effective from the earliest possible date.

C10 Maximum charge applies if no assessment provided

- (1) If you have not applied for or received a Centrelink or DVA assessment prior to your Entry Date or for any other reason, and we have insufficient information to calculate or verify any payment, contribution, fee or charge payable by you under this Agreement, including by reason of information being withheld by you or a government agency, you must pay the maximum amount permitted by the Aged Care Act until an assessment can be made, at which time an appropriate adjustment must be made if a change is accepted by us or required by the Aged Care Act.
- (2) This means that until and unless we are advised otherwise, you must pay:
- (a) an Accommodation Payment; and
 - (b) the maximum Care Fees applicable under the Aged Care Act.

C11 Other services charges

- (1) You are responsible for obtaining or providing and paying the cost of any items that do not form part of the services we are required to provide and which we are not otherwise funded for.
- (2) Without limitation to the above, if you require our staff to accompany you to an appointment, you must pay the costs as notified to you.

C12 How to pay your fees

- (1) Unless otherwise agreed, you must pay all money payable to us under this Agreement by direct debit or Centrepay. For that purpose, you (or anyone else who has agreed to make payments on your behalf) must provide us with a direct debit or Centrepay authority, in the form provided by us.
- (2) If you pay your fees using Centrepay and the Department stops payment through Centrepay, you must then pay your fees by direct debit and provide the required direct debit authority.
- (3) Deductions will be made in accordance with the Payment Cycle or, if a payment date falls due on a weekend or a public holiday, the next working day.
- (4) You must not cancel or suspend the direct debit authority unless alternative payment arrangements acceptable to us are made.

- (5) If in any payment period you believe you may have insufficient funds in your nominated account to pay us, you must notify us immediately to avoid us incurring bank charges and make alternative payment arrangements. We will pass on any fees charged by our bank.
- (6) Once this Agreement has ended, your direct debit authority must not be cancelled until all outstanding amounts payable under this Agreement have been paid.

C13 Refunds of overpaid amounts

- (1) If we determine that you have paid us more than you are required to pay under this Agreement, we will provide you with a refund by:
 - (a) applying or crediting the relevant amount toward any other amount you must pay us or are scheduled to pay us; and/or
 - (b) refunding the balance (plus any interest due under the Aged Care Act) to you within 70 days of the Payment Cycle in which an overpayment is identified. Funds will be refunded by an agreed payment method or, failing agreement, in a manner we consider appropriate.
- (2) Based on the requirements under the Aged Care Act on the Entry Date, if we don't refund the overpaid amount of an Accommodation Payment or Accommodation Contribution within 28 days of the earlier of us becoming aware of the overpayment and you requesting a refund, we will pay interest on the overpaid amount calculated in accordance with the formula in the Aged Care Act from the 29th day until the refund. If the requirements under the Aged Care Act change, we will meet our obligations under the Act.

C14 Interest on late payments

- (1) Any money payable to us under this Agreement which is not paid by the due date will attract interest at the MPIR or any other rate prescribed under the Aged Care Act for that type of payment compounding on the sooner of:
 - (a) the first permitted date by the Aged Care Act;
 - (b) the date the relevant payment is reviewed or again charged; and
 - (c) each calendar month.
- (2) Interest is calculated and applied to the period commencing on the first day permitted under the Aged Care Act or otherwise 14 days after the date the money becomes payable, and ending on the date the amount is paid in full or if prescribed by the Aged Care Act, when you cease to be provided with care, whichever is the earlier.
- (3) We may waive the payment of interest in writing.

C15 Costs on default

If you breach this Agreement, you must pay or reimburse us on demand all costs, charges and expenses we reasonably incur as a result of the breach.

C16 Prudential Standards

We are required to comply with the Prudential Standards which are set out in the Fees and Payments Principles. As at the date of preparing this Agreement, these obligations include:

- (1) complying with the liquidity standard (which requires us to maintain sufficient liquidity to refund our Refundable Deposits as required by the Aged Care Act);

- (2) maintaining a Refundable Deposit register which contains prescribed information about the Refundable Deposits we hold;
- (3) maintaining a governance system regarding our management of Refundable Deposits;
- (4) providing to the Department an annual prudential compliance statement about our management of Refundable Deposits;
- (5) if you have paid a Refundable Deposit, providing to you, on an annual basis:
 - (a) a copy of the entry in the Refundable Deposit register with respect to the Refundable Deposit paid by you, as at the end of the financial year; and
 - (b) a written statement that we will provide the information referred to in clause C17 to you if asked; and
- (6) providing you and prospective care recipients with financial statements about our management of Refundable Deposits as required by the Disclosure Standard.

C17 Disclosure Statement/Your Right to Receive Financial Information

- (1) Under the Aged Care Act, you are entitled to receive particular financial information from us.
- (2) Within 7 days of a request, we will provide you with the following information:
 - (a) information about the permitted uses for which we have used Refundable Deposits and accommodation bonds, in the form of:
 - (i) a copy of the permitted uses reconciliation in our most recent aged care financial report (if we have provided this to the Department in the two years prior to the request); and/or
 - (ii) a summary of those permitted uses for the previous financial year (unless we provide an aged care financial report for the previous financial year that includes this information);
 - (b) information about whether we complied with the requirements for permitted uses and the prudential requirements for Refundable Deposits and accommodation bonds in the previous financial year;
 - (c) information about the number of Refundable Deposit/accommodation bond balances (if any) that were not refunded in accordance with the timeframes set by the Aged Care Act in the previous financial year;
 - (d) for entry contributions (paid before 1997), information about the number (if any) that were not refunded in accordance with the entry contribution agreement in the previous financial year;
 - (e) if we invest Refundable Deposits or accommodation bonds in particular kinds of permitted financial products, our investment objectives and the asset classes invested in;
 - (f) a copy of the independent audit opinion on our compliance with the prudential requirements for Refundable Deposits and accommodation bonds in the previous financial year; and
 - (g) the most recent statement of our audited accounts; and

- (h) a copy of the entry in the Refundable Deposit register with respect to the Refundable Deposit paid by you (if applicable), as at the time of the request.

SAMPLE

Part D: Rights and Responsibilities – General Conditions of Occupation

D1 Relocation (changing rooms)

- (1) We will consider any request to move to another room in the Residence (although we are not obliged to facilitate a move).
- (2) If you have been placed in a Room because you have told us that you will pay an Accommodation Payment and we subsequently find out that you are not eligible to pay an Accommodation Payment, you agree that you will move to another room in the Residence as notified to you within 24 hours of our request.
- (3) You acknowledge that we consulted with you about the possibility of you having to change rooms within the Residence.
- (4) You also agree to move to another room in the Residence if:
 - (a) the move is necessary to carry out repairs or improvements to your Room (you will be able to return to that Room once the repairs or improvements are completed if it still exists);
 - (b) your Room becomes an extra services room and you elect not to pay the Extra Service Fee; or
 - (c) the move is necessary on genuine medical grounds as assessed by the aged care assessment team or at least 2 medical or health practitioners who are competent to assess your aged care needs (one appointed by you and one appointed by us, or if you fail to make a nomination, your general practitioner).

D2 Effect of room move on your Accommodation Cost

- (1) Moving to another room will not change your Entry Date under this Agreement. The Entry Date will continue to apply for the purposes of clause C1 and for the purposes of applying the rules in relation to the minimum permissible asset value under the Aged Care Act.
- (2) If you propose to move to a new room in the Residence and the move is voluntary:
 - (a) you and we must agree, before the move occurs, that this Agreement is to be varied when you move to specify the new room or the new part of the room;
 - (b) the day on which the Agreement is varied will become your Price Agreement Day; and
 - (c) you may be charged an Accommodation Payment amount, after the move, that is higher or lower than the Accommodation Payment for your old Room (provided this does not exceed the Advertised Room Price for your new Room on the Price Agreement Day).
- (3) If you are required to pay a higher Accommodation Payment amount for your new Room, you may choose to pay the additional Accommodation Payment amount by:
 - (a) Daily Payments;
 - (b) a Refundable Deposit; or
 - (c) a combination of these.

- (4) If we require you to temporarily move to a new Room in the Residence for less than 28 days:
- (a) we will first tell you in writing which Room you must move to;
 - (b) there will be no change to your Price Agreement Day; and
 - (c) you will continue to be charged the same Accommodation Payment amount that you were paying before the move.
- (5) If we require you to move to a new Room in the Residence for 28 days or more:
- (a) we will first tell you in writing which Room you must move to;
 - (b) the day on which we give you notice of the move will become your Price Agreement Day; and
 - (c) we will not charge you an Accommodation Payment amount that is higher than the Accommodation Payment you were paying before the move or our advertised Accommodation Payment amount for the new Room on your new Price Agreement Day.

D3 Taking temporary leave

- (1) You are entitled to take up to 52 days of social leave per year (eg for holidays, visiting family or any other reason you choose). Otherwise, you must not be away from the Residence for a continuous period exceeding 7 days except in cases of emergency such as if you are admitted to hospital, or in other circumstances provided for in the Aged Care Act (eg Pre-entry Leave).
- (2) If:
- (a) you are away from the Residence for a reason other than those permitted by the Aged Care Act and this affects the amount of subsidies we receive under the Aged Care Act; and
 - (b) you wish to retain a place in the Residence,
- then for each day that your place is reserved, we will charge you:
- (a) your Care Fees and any other amounts payable under this Agreement including your Daily Payments and/or Additional Services Fee (if applicable);
 - (b) an amount equal to the subsidies that we would have received under the Aged Care Act if you were not on leave; plus
 - (c) any other amounts prescribed under the Aged Care Act.

D4 Charter, Code of Conduct and other prescribed rights

- (1) You have rights under law, including under the Charter and the Australian Consumer Law. We will respect your rights.
- (2) We have obligations under law, including under the Aged Care Act, the Code of Conduct and other laws, which are monitored by the Department and other government agencies.

D5 Rules of Occupancy and Behavioural Protocols

- (1) You must comply with the Rules of Occupancy and the Behavioural Protocols.

- (2) We may alter the Rules of Occupancy and/or the Behavioural Protocols after consulting with you and other care recipients of the Residence and giving you at least 28 days' notice of the change.

D6 Personal belongings

- (1) On deciding whether to bring personal belongings with you, be mindful that we may elect to clean or disinfect your belongings which may result in your belongings being damaged. It is also possible that our cleaning of the Residence will result in your personal belongings being damaged. You can remove your personal belongings to avoid ongoing damage, but you must not prevent us from carrying out any cleaning or disinfection we consider necessary.
- (2) We are not liable for the loss, damage or theft of any of your personal belongings under any circumstances.
- (3) You are responsible for the identification, safety and security of any belongings that you bring into the Residence. Personal items are not covered by our insurance policy and it is your responsibility to insure these items if you wish.
- (4) We may require you to remove any items that we consider are inappropriate, dangerous, unsafe or are not secure as well as any items that prevent us from readily maintaining appropriate standards, are contrary to the requirements of our insurers or which would adversely affect any insurance policy concerning the Facility.

D7 Damage to the Residence

- (1) You must let us know if you cause any damage to, or if you become aware of any defect in, the Residence or our property in the Residence.
- (2) If we determine that damage to our property or the Residence has been caused by any wilful or negligent act or omission of you or anyone you invite into the Residence (over and above fair wear and tear), on request you must pay or reimburse to us all costs and expenses we incur in connection with fixing that damage.

D8 Infection Control

- (1) You must provide us with any information we reasonably require about your immunisation history.
- (2) You must:
 - (a) immediately let us know if you are suffering an infection that may put others at risk;
 - (b) immediately let us know if you have been in contact with others who are suffering an infection that may put you or others at risk;
 - (c) immediately let us know if you have been advised to take particular precautions in relation to your health or the health of others, including any requirement for you to limit or manage your contact with others in a particular way; and
 - (d) follow any reasonable procedures we outline in connection with infection control.

D9 Emergency Events

- (1) If there is an Emergency Event or if we reasonably believe that an Emergency Event may occur, we may evacuate and/or relocate you from the Residence for the period during which

the Emergency Event affects, or in our reasonable belief may affect, the Residence, the care recipients or staff.

- (2) You acknowledge that we may make all decisions and perform all actions which we believe are reasonably necessary to maintain your safety and that of other care recipients at the Residence before, during and after an Emergency Event.
- (3) Our decision to evacuate or relocate you is subject to:
 - (a) our assessment of the severity and duration of the Emergency Event and the likelihood of the Emergency Event affecting you, other care recipients or the Residence;
 - (b) the availability of alternative accommodation during the Emergency Event; and
 - (c) directives and warnings from local, State or Commonwealth authorities and emergency services.
- (4) If you are required to vacate or evacuate, we must use our best endeavours to provide you with a safe and secure environment and otherwise comply with our obligations under the Aged Care Act.
- (5) To the full extent permitted by law, you release and discharge us from:
 - (a) all liability, damages, injury, claims or costs incurred by or accruing to you as a result of us exercising our powers pursuant to this clause; and
 - (b) any damage or loss caused to your property as a result of us evacuating or relocating you from the Residence.
- (6) If we evacuate and/or relocate you, your obligations under this Agreement continue and there is no abatement of any payment to be made by you except where required by law.

D10 Extra Conditions

Any Extra Conditions which apply are set out in Part J. If there is an inconsistency between an Extra Condition and another provision of this Agreement, the Extra Condition prevails.

D11 When this Agreement ends

- (1) This Agreement will end on your death.
- (2) You can end this Agreement by giving us 7 days' written notice of your intention to permanently leave the Residence or any shorter period of notice we accept provided you leave on the notified or agreed date;
- (3) We can elect to end this Agreement in the following circumstances:
 - (a) if the Residence or part of the Residence is closing;
 - (b) if you do not commence continuous occupation in the Residence on the Entry Date, and we give you at least 7 days' notice in writing of our expectation that you commence occupation and you fail to do so within that period;
 - (c) if you have not paid any cost, fee or charge due to us under this Agreement within 42 days after the date upon which it became payable for a reason within your control;
 - (d) if you have intentionally caused:
 - (i) serious damage to the Residence; or

- (ii) serious injury to any of our staff or volunteers or to another care recipient within the Residence;
- (e) if you are away from the Residence for a continuous period of at least 7 days for a reason other than a reason permitted by the Aged Care Act or an emergency;
- (f) if you no longer need the care provided at the Residence, as assessed by an aged care assessment team;
- (g) if:
 - (i) we no longer provide Accommodation and Standard Care and Services suitable for you having regard to your long-term needs as assessed by an aged care assessment team or at least 2 medical or other health practitioners (one appointed by you and one appointed by us, or if you fail to make a nomination, your general practitioner); and
 - (ii) we do not agree to provide care of the kind that you need,for the purposes of which:
 - (i) you agree to nominate or appoint a health practitioner within 7 days of us requesting you do so;
 - (ii) you accept that you will be examined, placed under observation or otherwise assessed by the aged care assessment team or the health practitioners appointed for this purpose; and
 - (iii) you agree to be bound by the outcome of the assessment, including the decision of the medical or other health practitioners and/or the aged care assessment team; or
- (h) any other right of termination by us arises under common law.

D12 Your rights upon being asked to leave the Residence

- (1) If we require you to leave the Residence on the grounds listed in D11(3) we will give you written notice of:
 - (a) our decision;
 - (b) the reasons for the decision;
 - (c) when you are to leave; and
 - (d) your rights, including your right of access to:
 - (i) the complaints resolution mechanisms;
 - (ii) independent complaints processes; and
 - (iii) one or more representatives of an advocacy service.
- (2) Such notice must be given to you at least 14 days before you are required to leave the Residence.

D13 Steps to assist you to obtain alternative accommodation

- (1) If we require you to leave the Residence, we will make reasonable efforts to assist you to find suitable alternative accommodation that is affordable to you.
- (2) We will provide reasonable assistance to move you to your new accommodation, including if appropriate, contacting the operator to make arrangements for your move.
- (3) To ascertain the most suitable accommodation for you, your long-term needs must be assessed by an aged care assessment team or at least 2 medical or other health practitioners who are competent to assess those needs (one appointed by you and one appointed by us). For the purpose of allowing any required assessment:
 - (a) you agree to nominate or appoint a health practitioner within 7 days of us requesting you do so;
 - (b) you accept that you will be examined, placed under observation or otherwise assessed by the aged care assessment team or the health practitioners appointed for this purpose; and
 - (c) you agree to be bound by the outcome of the assessment, including the decision of medical or other health practitioners and/or the aged care assessment team.

D14 Consequences of this Agreement ending

- (1) When this Agreement ends:
 - (a) you must immediately deliver to us all keys to your Room and all other property belonging to us within your possession or control and leave the Residence;
 - (b) you must immediately remove all of your personal belongings from the Residence, unless we agree to a storage arrangement in a nominated area of the Residence. If your personal belongings are not removed from the Residence within 2 days from the date of termination, we may arrange for the storage and/or disposal of your personal belongings at your cost. If we suffer loss as a result of your failure to remove your personal belongings from the Residence, you will be liable for that loss;
 - (c) you are liable for the costs of cleaning and, if necessary, reinstating your Room to its original state, fair wear and tear excepted;
 - (d) you must pay us all outstanding Care Fees, Accommodation Costs and any other charges due and payable to us under this Agreement; and
 - (e) you are entitled to a refund of the balance of your Refundable Deposit (if any) (less permitted deductions, including amounts payable to us under this Agreement), although prior to making a refund we will require a grant of probate or equivalent, unless we agree otherwise.
- (2) Termination of this Agreement for any reason does not affect one party's right of action against another party in respect of any breaches of any of the conditions of this Agreement before the termination.
- (3) The provisions of this Agreement dealing with payments, security for payment, indemnities, limitation of liability, privacy and consequences of termination survive the end of this Agreement and may be enforced after this Agreement has ended.

D15 Dealing with your representatives

We may consult with your nominated representatives. On request, you must provide sufficient written evidence of the authority of your representatives to deal with or manage your affairs (or they must do so on your behalf).

D16 Privacy

- (1) Personal information is managed in accordance with our privacy policy. We may provide you with other policies concerning our handling of personal information which should be read in conjunction with this Agreement.
- (2) We will let you know when we seek to collect personal information for the purposes of a quality improvement program, including the National Aged Care Quality Indicator Program. On doing so, we will ask you for your permission to participate.
- (3) Your personal information will be used by us for the purposes of providing or procuring care services, as well as to enable internal administration, training, assessments and reviews and investigations into and notification and management of complaints, claims, serious incidents and reportable events and any other use permitted by our privacy policy and by law.
- (4) We may need to disclose personal information to third parties who are concerned with the provision or procurement of services, including sub-contractors. If you agree to participate in a quality improvement program, information about you, including the quality of your care, may be disclosed to the overseeing or administering agency. Disclosures may also be made to other third parties, including health professionals, insurers, advisors and regulatory authorities. If we disclose your personal information, we will seek to ensure it is handled appropriately.
- (5) We may need to request or access personal information about you from third parties to allow services to be provided to you, including your family, carers, representatives, general practitioner, medical specialists, allied health providers and others involved in your care. You authorise us to request and access such information.
- (6) Failure to provide us with the requested personal information may affect the fees and charges you are required to pay under this Agreement and the care and services we provide.
- (7) You must contact us if you would like to see any of your personal information that we hold or if you have further questions about the handling of your personal information. You may also make a complaint about our handling of your personal information to the Office of the Australian Information Commissioner.

D17 Concerns and complaints

- (1) If you have a concern or complaint concerning us, the care and services we provide or our handling of personal information, you should promptly contact our designated complaints officer or any other member of staff. Your complaint will be handled fairly and promptly in accordance with our complaints procedure which at the date of preparing this Agreement is as follows:
 - (a) we will review and investigate all complaints whether made verbally or in writing. Where necessary, this may include discussing the complaint with the complainant and anyone else involved;
 - (b) we will review our policies, practices and procedures in light of the complaint where appropriate; and

- (c) we will respond to all complaints within a reasonable timeframe having regard to the nature of the complaint.
- (2) You may refer your complaint to any State or Territory advocacy service or the Aged Care Quality and Safety Commission or any other relevant government body which deals with complaints at any time. The Aged Care Quality and Safety Commission can be contacted on 1800 951 822.
- (3) Further detail about our complaints procedure is set out in our complaints policy a copy of which is available on request.

D18 Your obligation to provide us with accurate information

- (1) You warrant that all information provided to us in connection with this Agreement and your occupation of the Residence (including information concerning your assets and income, personal details and physical condition and health) is accurate and not misleading (including by omission).
- (2) You must provide us with any materials we reasonably require to verify any of the information provided to us by you or on your behalf.

D19 Variation of this Agreement

- (1) Any Variation to this Agreement must be by mutual consent following adequate consultation between you and us, except if the Variation is necessary to implement the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and we have given you reasonable notice in writing about the Variation.
- (2) This Agreement cannot be varied in a way that is inconsistent with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or the Aged Care Act.
- (3) In the event of a change under this Agreement, including to the services, contributions, payments, fees, the Rules of Occupancy and/or the Behavioural Protocols, this Agreement will be deemed to have been varied accordingly.
- (4) This Agreement will be deemed to have been varied to accord with any amendment to the Aged Care Act from time to time; for example, to the rights and obligations of care recipients and approved providers.

D20 Limitation of Liability

Except to the extent you are entitled to the benefit of one or more of the Consumer Guarantees, we do not provide any guarantees or warranties regarding the suitability, fitness or timing of the services provided under or in connection with this Agreement. To the extent permitted by law, our liability for a breach of a Consumer Guarantee and any other claim you may have under or in connection with this Agreement concerning inadequate or unsuitable services is limited to (at our option):

- (1) supplying the service or service(s) the subject of the claim again; or
- (2) paying the cost of having the service or service(s) the subject of the claim supplied again.

D21 Assignment

- (1) We may assign or novate all or part of our interest, rights and obligations under this Agreement to a third party of our choice, by way of giving written notice of the change to you.

- (2) If notice is given under this clause, references in this Agreement to 'us' or 'we' will be taken to be references to the notified assignee, as if named in this Agreement, with the change to take effect from the date specified in the notice.

D22 General

- (1) Unless otherwise stated or prescribed by law, each amount payable by you in respect of a taxable supply is expressed as a goods and services tax free or exclusive amount. Any goods and services tax or similar tax payable on or in connection with a taxable supply to you under this Agreement is payable by you, in addition to the base amount, with tax to be paid at the same time and in the same manner as the relevant payment (as notified).
- (2) No time or indulgence granted by us nor any failure on our part to take action in respect of any breach 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.
- (3) If any one or more of the provisions of this Agreement are held to be illegal, void or voidable whether at your option or otherwise, such provisions must be severed from the remaining provisions, which remain binding and enforceable against you.
- (4) This Agreement is governed by the laws of the State or Territory where the Residence is.
- (5) This Agreement, when read in conjunction with and subject to any part of the Aged Care Act which regulates our dealings, constitutes the whole agreement between us and you.
- (6) This Agreement is the entire agreement of the parties about the subject matter of this Agreement and supersedes any prior representations, negotiations, arrangements, understandings or agreements (other than any agreements, acknowledgements or confirmations issued or entered into pursuant to this Agreement).
- (7) If there is any inconsistency between a term in Part I and another clause in this Agreement (other than an Extra Condition) the term(s) in Part I prevail(s).
- (8) This Agreement may be executed in any number of counterparts and all the counterparts together constitute one and the same instrument. This Agreement may be executed by hand and delivered by email to the other party in a 'pdf' data file. Execution and delivery in that format will be valid and binding as if the 'pdf' copy was an original.
- (9) We may elect to and/or require you to execute and exchange this Agreement electronically in which case:
- (a) you must comply with the processes and instructions we provide; and
 - (b) the date, time and location of the electronic execution will be established by us or the utilised electronic execution system.
- (10) Any person who executes this Agreement on behalf of the Consumer warrants that they are authorised to bind the Consumer to this Agreement, and all Parts of this Agreement apply to the Consumer, irrespective of any limitations in the authority of the representative or any disclosure made to us about the authority of the representative.
- (11) Unless we notify you otherwise, you can deal with our Nominee as if it were us and for that purpose, any direction, determination, approval or communication made or given by a Nominee in connection with this Agreement is taken to be made or given by the Provider.
- (12) If a Nominee enters into this Agreement on behalf of the Provider, the Nominee does so with the Provider's authority.

Part E: Rules of Occupancy

You must comply with the following Rules of Occupancy which may change under this Agreement.

- (1) You must not use your Room for any purpose other than as a dwelling and you must not part with your interest in or possession of the Room (in whole or in part) to any other person.
- (2) You must notify us of the name, address and telephone number of your doctor prior to admission to the Residence. On admission, you must bring a brief medical history and details of your current medication.
- (3) If you bring medication or other medical treatment into the Residence, you must:
 - (a) promptly notify us of your requirements; and
 - (b) comply with our directions regarding the storage or administration of that medication.
- (4) If your own doctor is to attend you to provide treatment or make assessments, you must notify us of their visit and the purpose of their visit.
- (5) If your own doctor is unable to attend to you after admission, you may wish to be referred to a doctor within the vicinity of the Residence. In this case, you must bring a referral from your own doctor, which should include a brief medical history and details of your current medication.
- (6) You must give consent to your doctor and other health practitioners to disclose relevant information to us in relation to your medical treatment and decisions.
- (7) You must provide us with details of your pensioner medical card and any private health insurance.
- (8) You must provide us with the details of your next-of-kin or authorised representative(s) (eg duly appointed attorney, medical treatment decision-maker, administrator/financial manager and/or guardian) on admission. You must notify us of any change of next-of-kin or authorised representative(s).
- (9) You must provide us with copies of any advance care directives.
- (10) You must advise of the contact details of the executors of your will.
- (11) You must not commit any improper or disorderly conduct.
- (12) You must not bring an animal into the Residence (or Residence grounds) without our written consent. We may give written consent to keep an animal in your Room or on the Residence grounds but we may revoke such consent after consultation with you or your representative(s). We reserve the right to make the final decision about you keeping an animal.
- (13) You must not enter any another care recipient's room without the invitation or permission of that care recipient.
- (14) You must not make or permit to be made any alterations or additions to your Room without our prior written consent.
- (15) We reserve the right for our officers, agents or servants to enter your Room at all reasonable times for the purpose of cleaning, changing bed linen and inspecting the condition of the Room and its furniture and other contents.

- (16) You must not do or permit to be done any act or thing which may in any way invalidate or violate the conditions of any insurance policy relating to the Residence or cause the premiums payable in respect thereof to be increased.
- (17) You must not drink excessive amounts of alcohol or use unlawful drugs in or around your Room or any part of the Residence or allow anyone to drink excessively or use drugs in or around your Room or any part of the Residence.
- (18) 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 any of our furniture, fittings and fixtures.
- (19) You must not do anything that may result in the Residence or any fixtures or fittings in the Residence being damaged in any way.
- (20) You must not install any additions to your Room, for example power points for lighting, heating or other electrical devices, without our prior written consent.
- (21) You must not give gifts to members of staff at the Residence.
- (22) You must not ask staff to witness documents you sign at the Residence, such as a will or enduring power of attorney.
- (23) You must label your clothes with your name.
- (24) Relatives and friends may visit you at reasonable times. You may not have another person stay in your Room overnight unless you have obtained our prior consent.
- (25) You must not smoke in any area of the Residence other than the designated smoking areas (if any).
- (26) You must not do anything which may cause us to be in breach of our obligations under workplace health and safety legislation with respect to you, our staff, another care recipient or a visitor to the Residence.
- (27) Before entering the Residence, you must have any personal electrical appliances such as hair dryers, bedside clocks, bedside lamps, toasters and kettles, radios and televisions that will be used within the Residence certified and tagged as safe for use by a qualified electrician. All equipment must be recertified at your cost every 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.
- (28) Any personal furniture or effects provided by you must be assessed on the basis of safety, size and functionality and approved by the Residence manager as appropriate prior to their delivery to the Residence.
- (29) Motorised scooters must be stored in the allocated area of the Residence. We are not responsible for the maintenance or repair of motorised scooters.
- (30) You acknowledge that the Residence is a workplace and a home and that staff, care recipients and visitors are entitled to privacy. You must not photograph, record (whether by video or audio) or allow any other person to photograph or record:
 - (a) staff or other personnel except with prior written authorisation from the Residence Manager; or
 - (b) any other care recipient or visitor (b) without their express prior consent. Please be mindful that some care recipients may not have capacity to give valid consent. You will need to

Speak with the Residence Manager before photographing or recording anyone you believe may not be able to give consent.

- (31) Photographs or recordings may only be used for the purpose consented to by the individuals photographed/recorded.
- (32) Except with our prior written consent, you may not install any visual or audio-recording devices in any part of the Residence.
- (33) Any photographs, videos or other recordings taken in breach of the Rules of Occupancy must be immediately deleted or destroyed.

SAMPLE

Part F: Behavioural Protocols

F1 Our commitment

We are committed to ensuring that:

- (1) the Residence is a safe living and working environment for all, free of abuse and neglect;
- (2) care recipients and staff are treated with dignity and respect; and
- (3) the identity, culture and diversity of care recipients and staff is valued, respected and supported.

F2 Our expectations of you

- (1) You must:
 - (a) treat other care recipients and staff with respect and dignity and respect their rights and needs;
 - (b) not abuse, bully or harass other care recipients or our staff or discriminate against them;
 - (c) recognise the right of others to practice a religion of their choice and to have their cultural identity respected;
 - (d) not interfere with us providing care and services to others; and
 - (e) respect the right of others to privacy.
- (2) You must assist us to ensure that we can provide a living and working environment which reflects our commitment by way of taking steps to ensure that your relatives, friends and visitors are aware of and comply with our expectations of you.

F3 Changes to the Behavioural Protocols

The Behavioural Protocols may change during the term of this Agreement.

Part G: Standard Care and Services under the Aged Care Act

This part of the Agreement set outs the Standard Care and Services the Aged Care Act says we must provide if you need them.

The following table, which comes from the Quality of Care Principles, specifies the hotel services that must be provided for all care recipients who need them.

Item	Service	Content
1.1	Administration	General operation of the residential care service, including documentation relating to care recipients.
1.2	Maintenance of buildings and grounds	Adequately maintained buildings and grounds.
1.3	Accommodation	Utilities such as electricity and water.
1.4	Furnishings	Bedside lockers, chairs with arms, containers for personal laundry, dining, lounge and recreational furnishings, draw-screens (for shared rooms), wardrobe space and towel rails. Excludes furnishings a care recipient chooses to provide.
1.5	Bedding	Beds and mattresses, bed linen, blankets, and absorbent or waterproof sheeting.
1.6	Cleaning services, goods and facilities	Cleanliness and tidiness of the entire residential care service. Excludes a care recipient's personal area if the care recipient chooses and is able to maintain this himself or herself.
1.7	Waste disposal	Safe disposal of organic and inorganic waste material.
1.8	General laundry	Heavy laundry facilities and services, and personal laundry services, including laundering of clothing that can be machine washed. Excludes cleaning of clothing requiring dry cleaning or another special cleaning process, and personal laundry if a care recipient chooses and is able to do this himself or herself.
1.9	Toiletry goods	Bath towels, face washers, soap, toilet paper, tissues, toothpaste, toothbrushes, denture cleaning preparations, mouthwashes, moisturiser, shampoo, conditioner, shaving cream, disposable razors and deodorant.
1.10	Meals and refreshments	(a) meals of adequate variety, quality and quantity for each care recipient, served each day at times generally acceptable to both care recipients and management, and generally consisting of 3 meals per day plus morning tea, afternoon tea and supper; (b) special dietary requirements, having regard to either medical need or religious or cultural observance; and (c) food, including fruit of adequate variety, quality and quantity, and non-alcoholic beverages, including fruit juice.
1.11	Care recipient social activities	Programs to encourage care recipients to take part in social activities that promote and protect their dignity, and to take part in community life outside the residential care service.
1.12	Emergency assistance	At least one responsible person is continuously on call and in reasonable proximity to render emergency assistance.

The following table specifies the Standard Care and Services that must be provided for all care recipients who need them.

Item	Care or service	Content
2.1	Daily living activities assistance	<p>Personal assistance, including individual attention, individual supervision, and physical assistance, with the following:</p> <ul style="list-style-type: none"> (a) bathing, showering, personal hygiene and grooming; (b) maintaining continence or managing incontinence, and using aids and appliances designed to assist continence management; (c) eating and eating aids, and using eating utensils and eating aids (including actual feeding if necessary); (d) dressing, undressing, and using dressing aids; (e) moving, walking, wheelchair use, and using devices and appliances designed to aid mobility, including the fitting of artificial limbs and other personal mobility aids; and (f) communication, including to address difficulties arising from impaired hearing, sight or speech, or lack of common language (including fitting sensory communication aids), and checking hearing aid batteries and cleaning spectacles. <p>Excludes hairdressing.</p>
2.2	Meals and refreshments	Special diet not normally provided.
2.3	Emotional support	Emotional support to, and supervision of, care recipients.
2.4	Treatments and procedures	<p>Treatments and procedures that are carried out according to the instructions of a health professional or a person responsible for assessing a care recipient's personal care needs, including supervision and physical assistance with taking medications, and ordering and reordering medications, subject to requirements of State or Territory law.</p> <p>Includes bandages, dressings, swabs and saline.</p>
2.5	Recreational therapy	Recreational activities suited to care recipients, participation in the activities, and communal recreational equipment.
2.6	Rehabilitation support	Individual therapy programs designed by health professionals that are aimed at maintaining or restoring a care recipient's ability to perform daily tasks for himself or herself, or assisting care recipients to obtain access to such programs.
2.7	Assistance in obtaining health practitioner services	Arrangements for aural, community health, dental, medical, psychiatric and other health practitioners to visit care recipients, whether the arrangements are made by care recipients, relatives or other persons representing the interests of care recipients, or are made direct with a health practitioner.
2.8	Assistance in obtaining access to specialised therapy services	Making arrangements for speech therapists, podiatrists, occupational or physiotherapy practitioners to visit care recipients, whether the arrangements are made by care recipients, relatives or other persons representing the interests of care recipients.

Item	Care or service	Content
2.9	Support for care recipients with cognitive impairment	Individual attention and support to care recipients with cognitive impairment (for example, dementia and behavioural disorders), including 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 care recipients and ongoing support (including specific encouragement) to motivate or enable such care recipients to take part in general activities of the residential care service.

The following table specifies the Standard Care and Services that must be provided for all care recipients who need them.

Item	Care or service	Content
3.1	Furnishings	Over-bed tables.
3.2	Bedding materials	Bed rails, incontinence sheets, ripple mattresses, sheepskins, tri-pillows, and water and air mattresses appropriate to each care recipient's condition.
3.3	Goods to assist care recipients to move themselves	Crutches, quadruped walkers, walking frames, walking sticks, and wheelchairs. Excludes motorised wheelchairs and custom made aids.
3.4	Goods to assist staff to move care recipients	Mechanical devices for lifting care recipients, stretchers, and trolleys.
3.5	Goods to assist with toileting and incontinence management	Absorbent aids, commode chairs, disposable bed pans and urinal covers, disposable pads, over-toilet chairs, shower chairs and urodomes, catheter and urinary drainage appliances, and disposable enemas.
3.6	Nursing services	Initial assessment and care planning carried out by a nurse practitioner or registered nurse, and ongoing management and evaluation carried out by a nurse practitioner, registered nurse or enrolled nurse acting within their scope of practice. Nursing services carried out by a nurse practitioner, registered nurse or enrolled nurse, or other professional appropriate to the service (for example, medical practitioner, stoma therapist, speech pathologist, physiotherapist or qualified practitioner from a palliative care team), acting within their scope of practice. Services may include, but are not limited to, the following: <ul style="list-style-type: none"> (a) establishment and supervision of a complex pain management or palliative care program, including monitoring and managing any side effects; (b) insertion, care and maintenance of tubes, including intravenous and naso-gastric tubes; (c) establishing and reviewing a catheter care program, including the insertion, removal and replacement of catheters; (d) establishing and reviewing a stoma care program; (e) complex wound management; (f) insertion of suppositories; (g) risk management procedures relating to acute or chronic

Item	Care or service	Content
		<p>infectious conditions;</p> <p>(h) special feeding for care recipients with dysphagia (difficulty with swallowing);</p> <p>(i) suctioning of airways;</p> <p>(j) tracheostomy care;</p> <p>(k) enema administration;</p> <p>(l) oxygen therapy requiring ongoing supervision because of a care recipient's variable need; and</p> <p>(m) dialysis treatment.</p>
3.7	Therapy services, such as, recreational, speech therapy, podiatry, occupational, and physiotherapy services	<p>(a) maintenance therapy delivered by health professionals, or care staff as directed by health professionals, designed to maintain care recipients' levels of independence in activities of daily living; and</p> <p>(b) more intensive therapy delivered by health professionals, or care staff as directed by health professionals, on a temporary basis that is designed to allow care recipients to reach a level of independence at which maintenance therapy will meet their needs.</p> <p>Excludes intensive, long-term rehabilitation services required following, for example, serious illness or injury, surgery or trauma.</p>

Part H: Code of Conduct

- (1) When providing care, supports and services to people, I must:
- (a) act with respect for people's rights to freedom of expression, self-determination and decision-making in accordance with applicable laws and conventions; and
 - (b) act in a way that treats people with dignity and respect, and values their diversity; and
 - (c) act with respect for the privacy of people; and
 - (d) provide care, supports and services in a safe and competent manner, with care and skill; and
 - (e) act with integrity, honesty and transparency; and
 - (f) promptly take steps to raise and act on concerns about matters that may impact the quality and safety of care, supports and services; and
 - (g) provide care, supports and services free from:
 - (i) all forms of violence, discrimination, exploitation, neglect and abuse; and
 - (ii) sexual misconduct; and
 - (h) take all reasonable steps to prevent and respond to:
 - (i) all forms of violence, discrimination, exploitation, neglect and abuse; and
 - (ii) sexual misconduct.

Part I: Additional Services

I1 Available Additional Services and applicable fee

- (1) As at the date of preparing this Agreement we do not offer Additional Services.
- (2) Any Additional Services you purchase will be provided from the Entry Date or any other agreed starting date, for the Additional Services Period.
- (3) The Additional Services Fees is calculated daily and must be paid in advance in accordance with the Payment Cycle or as otherwise agreed with us.
- (4) Additional Services will be provided at the times and places nominated by us.

I2 The scope of Additional Services we offer might change

- (1) We can cease providing all of the Additional Services, if offered as a package, or if we offer Additional Services which can be purchased separately, the Additional Services we specify, by giving you at least 28 days' written notice.
- (2) We can change or suspend the delivery of all or part of the Additional Services in response to an event beyond our control by giving you as much notice as is practicable in the circumstances.
- (3) We may, at our discretion, choose or change the suppliers of Additional Services, including the suppliers (if any) listed in this Part I or notified to you.
- (4) We may vary the Additional Services by substituting one or more of the Additional Services with a service or services of similar or comparable quality.

I3 Minimum notice period for you to change Additional Services

- (1) If you elect to cease receiving Additional Services, you must continue to pay the Additional Services Fee until the end of the Prior Notice Period. On giving Prior Notice, you can elect to stop purchasing:
 - (a) all of the Additional Services, if offered as a package; or
 - (b) if the Additional Services can be purchased separately, the Additional Services you specify.

I4 Suspension of Additional Services Fees

- (1) If you are no longer able to access or receive a benefit from the Additional Services equivalent to the value of the Additional Services Fee, and you ask us to review the Additional Services Fee or we initiate a review, the Additional Services Fee will be suspended in full or in part:
 - (a) for a period equivalent to the duration of the relevant event or any other period prescribed by the Aged Care Act; and
 - (b) by an amount which reflects the extent to which you are incapable of accessing or receiving any benefit from some or all of the Additional Services (as we assess).
- (2) if the Additional Services Fee is suspended we will make an appropriate adjustment to the Additional Services Fee paid or payable, which may include making a refund.

I5 Changes to your Additional Services Fees

- (1) We may review and adjust the Additional Services Fee in accordance with the Additional Services Fee Adjustment on and with effect from 1 July each year or any other date specified in this Part I.
- (2) Any delay in making a review does not prevent the review from taking place and being effective from the earliest date possible.
- (3) If you or we change the Additional Services you receive, we may review and adjust the Additional Services Fee by way of providing you with written notice of the new Additional Services Fees which are to apply on, and with effect from, the end of the Prior Notice period or any later date set out in our notice.

I6 Itemised Account

- (1) We will provide you with an itemised account for each payment period detailing the amount of the Additional Services Fee payable.

SAMPLE

Part J: Extra Conditions

SAMPLE

Part K: Definitions

In this Agreement:

- (1) **Accommodation** means your Room in the Residence, as specified in the Agreement Details (subject to changes to the Room allocated to you), and any Communal Areas forming part of the Residence;
- (2) **Accommodation Contribution** means a contribution payable for your Accommodation if you are an eligible care recipient. The amount of the contribution is the amount assessed for the Consumer in accordance with the Aged Care Act;
- (3) **Accommodation Cost** means an Accommodation Payment or an Accommodation Contribution, as the case may be;
- (4) **Accommodation Payment** means the payment for your Accommodation and the amount is the Advertised Room Price (unless we agree to a lower amount). If you move rooms the Accommodation Payment amount may change pursuant to Part D and the Aged Care Act;
- (5) **Additional Services** means care or services or classes of care and services (such as those set out in Part I) you agree to purchase from us other than such of the Specified Care and Services that we must provide to care recipients who need them (see Part G);
- (6) **Additional Service Fee** means the fee you must pay us for receiving an Additional Service, as set out in the Agreement Details or Part I or agreed at the start of the Additional Service Period, including any variations to that fee under this Agreement and where the context permits Additional Service Fees means each Additional Service Fee chargeable by us or payable by you;
- (7) **Additional Service Fee Adjustment** means the mechanism and process for adjusting each Additional Service Fee, as set out in Agreement Details or any other mechanism and process set out in Part I;
- (8) **Additional Service Period** means the period commencing on the date you purchase or recommence purchasing an Additional Service and ending on the sooner of:
 - (a) the date this Agreement ends;
 - (b) the end of the service period for an Additional Service set out in the Agreement Details;
 - (c) the expiration of any notice you or we may give to stop receiving or providing an Additional Service (including if applicable the Prior Notice); and
 - (d) any other agreed date;and, for the avoidance of doubt, the cessation of an item or items in a Multiple Items Additional Service for any reason does not cause the end of the period for the remaining item(s);
- (9) **Advertised Room Price** means:
 - (a) for the Room specified in the Agreement Details, the amount specified in the Agreement Details (if any) or, if no amount is specified, the amount that is advertised for your Room on the earlier of the Date of this Agreement and the Entry Date; and
 - (b) if you move to another Room and you are required to pay a higher Accommodation Payment amount pursuant to Part D, the amount that is advertised for your Room on the new Price Agreement Day;

- (10) **Aged Care Act or Act** means the *Aged Care Act 1997* (Cth) and its associated regulations, rules and Principles;
- (11) **Agreement** means this agreement, including the Agreement Details, the Parts, any associated documents issued under this agreement and any Variation, but in the event that you withdraw from this Agreement within 14 days of signing, excluding from that time any Part which ceases to have effect under the Aged Care Act;
- (12) **Agreement Details** means the details at the start of this Agreement;
- (13) **Australian Consumer Law** means the law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
- (14) **Basic Daily Fee** means the standard resident contribution as that term is defined by the Aged Care Act. It is an amount equal to 85% of the basic age pension unless otherwise determined by the Minister. The Basic Daily Fee is adjusted by the Department in line with changes to the basic age pension;
- (15) **Behavioural Protocols** means our protocols, code or charter of conduct of behavioural and social expectations and practices for the Residence, as set out in Part F and/or any additional or replacement requirements notified by us in accordance with this Agreement;
- (16) **Care Fees** means the resident fees as that term is defined by and calculated as a daily amount in accordance with Division 52C of the Aged Care Act for or in connection with the Residential Care provided to you which as at the date of preparing this Agreement is as follows:
- (a) take the Basic Daily Fee for you for the day in question;
 - (b) add the Compensation Payment Fee (if applicable) for that day;
 - (c) add the Means Tested Care Fee (if applicable) for that day;
 - (d) subtract the Hardship Supplement (if applicable) for that day;
 - (e) add the Unfunded Place Amount or Remote Area Amount (if applicable); and
 - (f) add the Extra Service Fee for the day (if applicable).
- (17) **Charter** means the Charter of Aged Care Rights under the Aged Care Act, a copy of which is set out in Part A;
- (18) **Code of Conduct** means the code of conduct under the Aged Care Act establishing how we and our personnel must treat you as a care recipient as set out in Part H.
- (19) **Communal Areas** means the parts of the Residence which are allocated by us as areas that you have a non-exclusive right to use in common with other care recipients;
- (20) **Compensation Payment Fee** means the compensation payment reduction as set out in section 44-20 of the Aged Care Act;
- (21) **Consumer** means you, being the care recipient specified in the Agreement Details and, if there are more than one, them jointly and severally during their period of combined occupation and upon one ceasing to occupy the Residence, the survivor, if they continue to reside in the Residence, and on the death of the Consumer, means the Consumer's authorised representative;
- (22) **Consumer Guarantees** means the guarantees set out in Division 1 of Part 3.2 of the Australian Consumer Law;

- (23) **Daily Accommodation Contribution** or **DAC** means an Accommodation Contribution which accrues daily and is payable by periodic payment and which is calculated in accordance with the Method of Calculation;
- (24) **Daily Accommodation Payment** or **DAP** means an Accommodation Payment that accrues daily and is paid by periodic payment and which is calculated in accordance with the Method of Calculation;
- (25) **Daily Payment** means a DAP or DAC calculated in accordance with the Method of Calculation;
- (26) **Date of this Agreement** means the date set out in the Agreement Details or if no date is specified, the date on which we and you have executed this Agreement, or if you do not execute this Agreement, the date on which this Agreement is deemed to apply;
- (27) **Department** means the Commonwealth Department of Health or any successor or substitute Commonwealth government department or instrumentality under the Aged Care Act;
- (28) **DVA** means the Commonwealth Department of Veterans' Affairs or any successor or substitute Commonwealth government department or instrumentality;
- (29) **Emergency Event** means an event, or series of events, which may give rise to an emergency, such as an outbreak of contagious disease, fire, flood, war, strike or riot or act or event of a similar nature which may affect the Residence, the care recipients or staff of the Residence;
- (30) **Entry Date** means the date you agree you will enter the Residence, as specified in the Agreement Details, or any earlier date you actually enter the Residence;
- (31) **Extra Condition** means an extra condition we agree to as set out in Part J;
- (32) **Extra Service Fee** means the fee (if any) that the Provider may charge in accordance with the Aged Care Act if care is provided on an extra service basis;
- (33) **Fees and Payments Principles** means the *Fees and Payments Principles 2014 (No 2.)* (Cth);
- (34) **Fully Supported Care Recipient** means a care recipient who, as at the Entry Date or other relevant time, has been assessed as not being eligible to pay an Accommodation Cost but who may become eligible to pay an Accommodation Contribution at any point during their time at the Residence in accordance with the Aged Care Act;
- (35) **Hardship Supplement** means a supplement that we may receive in respect of you if you are approved for financial hardship assistance in accordance with the Aged Care Act;
- (36) **Maximum Accommodation Supplement** has the meaning in the Aged Care Act and is a subsidy we may receive from the government for care recipients who cannot meet their Accommodation Cost;
- (37) **Means Tested Assessment** is an amount, worked out in accordance with the Aged Care Act, which determines your eligibility to pay a Means Tested Care Fee and/or Accommodation Payment and the amount of your Means Tested Care Fee (if any);
- (38) **Means Tested Care Fee** has the meaning in the Aged Care Act and is a fee you may be required to pay to us depending on your assets and income;

- (39) **Method of Calculation** means the method of calculating your Accommodation Cost under the Aged Care Act being:
- (a) To work out the Daily Payment for an Accommodation Payment – we take the Refundable Deposit amount for the agreed Accommodation Payment multiplied by the MPIR, divided by 365;
 - (b) To work out the Daily Payment for an Accommodation Contribution – we take the amount determined for you based on your Means Tested Assessment and make adjustments as per clause C2 and the Aged Care Act;
 - (c) To work out the Refundable Deposit – we take the Daily Payment amount as per sub-clause (a) or (b) (as applicable) multiplied by 365 and divided by the MPIR;
 - (d) To work out the Daily Payment amount for an Accommodation Payment or Accommodation Contribution which is to be paid by way of a combination between Daily Payments and a Refundable Deposit – we apply the Daily Payment formula in sub-clause (a) to the difference between the amount of the Refundable Deposit paid (less any permitted deductions) and the agreed Accommodation Payment or Accommodation Contribution amount (expressed as a Refundable Deposit); and
 - (e) To work out the Daily Payment where you have previously paid a Refundable Deposit from which we have permissible deductions – we calculate a Daily Payment as per sub-clause (a) or (b) (as applicable) equal to the difference between the balance of the Refundable Deposit after the deductions and the agreed Accommodation Payment or Accommodation Contribution amount (expressed as a Refundable Deposit);
- (40) **MPIR** means on the relevant day the maximum permissible interest rate prescribed by the Aged Care Act, fixed at the time prescribed in the Aged Care Act and based on the information available to us - which, as at the Date of this Agreement, is set out in the Agreement Details;
- (41) **Multiple Items** means an Additional Service that consists of a single package of multiple items that must be purchased together for an Additional Service Fee, including each Additional Service of that type specified in Part I1 or notified to you, and varied from time to time in accordance with this Agreement or any other applicable terms;
- (42) **Nominee** means any person(s) we appoint to provide care or otherwise act on our behalf in connection with this Agreement and perform some of our obligations under this Agreement, including an agent or manager;
- (43) **Part** means a section of this Agreement with the heading 'Part';
- (44) **Payment Cycle** means the manner or intervals when fees and charges are payable to us, as specified in the Agreement Details or in the case of an amount which is not payable at regular intervals, on demand and on this Agreement ending, means the date this Agreement ends;
- (45) **Pre-entry Leave** means any leave taken by you prior to the Entry Date pursuant to the Aged Care Act;
- (46) **Price Agreement Day** has the meaning in the Aged Care Act and which subject to the Aged Care Act is the earlier of the Date of this Agreement, the Entry Date and any other date on which your Accommodation Payment is agreed, or if after that date you move or are required to move to another Room or bed in the Residence, the date prescribed in clause D2;
- (47) **Prior Notice** means prior notice in writing, for a period of no less than the minimum notice period specified in the Agreement Details or if no notice period is specified, any minimum purchase period notified to you at the time you elect to purchase Additional Services or

applicable to the Additional Services, for ceasing to receive or changing Additional Services or any other agreed notice period;

- (48) **Provider** means the approved provider (as this term is defined in the Aged Care Act) for the Residence and where the context permits, includes the Provider's Nominee. 'We', 'us' and 'our' have a corresponding meaning;
- (49) **Quality of Care Principles** means the *Quality of Care Principles 2014* (Cth);
- (50) **Refundable Accommodation Contribution** or **RAC** means an Accommodation Contribution that does not accrue daily and is paid as a lump sum;
- (51) **Refundable Accommodation Deposit** or **RAD** means an Accommodation Payment that does not accrue daily and is paid as a lump sum;
- (52) **Refundable Deposit** means a Refundable Accommodation Deposit or Refundable Accommodation Contribution as applicable;
- (53) **Refundable Deposit Balance** means in relation to a Refundable Deposit at a particular time, an amount equal to the difference between the amount of the Refundable Deposit and any amounts that have been, or are permitted to be, deducted at the time from the Refundable Deposit under the Aged Care Act;
- (54) **Remote Area Amount** has the meaning set out in the Fees and Payments Principles;
- (55) **Residence** means the residential care service through which care is provided as set out in the Agreement Details;
- (56) **Residential Care** means personal care and/or nursing care provided to a person being accommodated in the Residence;
- (57) **Room** means the room or bed specified in the Agreement Details or if you move within the Residence in accordance with this Agreement, the room or bed you move to;
- (58) **Rules of Occupancy** means the rules as set out in Part E and/or any additional or replacement rules notified by us in accordance with Part E.
- (59) **Single Item** means an Additional Service that consists of a single item that can be purchased separately for an Additional Service Fee, including each Additional Service of that type specified in Part I2 or notified to you and varied from time to time in accordance with this Agreement or any other applicable terms, but excludes any part of a Multiple Items Additional Service;
- (60) **Specified Care and Services** means such care and services as are specified in the Quality of Care Principles in respect of Residential Care that it is our responsibility to provide (see Part G);
- (61) **Standard Care and Services** means such of the Specified Care and Services that we must provide to care recipients who need them;
- (62) **Unfunded Place Amount** means the amount a care recipient in an unfunded place (as defined in the Fees and Payments Principles) may be required to pay; and
- (63) **Variation** means any change made pursuant to or in accordance with this Agreement and any other variation agreed by us and you or which you are taken to have agreed to.

Unless inconsistent with the context, other terms defined in the Aged Care Act and used in this Agreement in the manner contemplated by the Act, have the meaning given to them in the Act. In

addition, a capitalised term identified as bolded text in a Part of this Agreement has the meaning given in that context.

SAMPLE

RESIDENT AGREEMENT SUMMARY PAGE (OFFICE USE ONLY)
Bidgee Haven Hostel

Resident Information	
First Name:	Agreement Type:
Middle Name:	Room \ Bed \ Wing:
Last Name:	Pre-Entry Leave Date:
Date Of Birth:	Admission Date:
Gender:	Proposed Discharge Date:
Supported Status:	Initial Entered Aged Care Date:
Pension Status:	Means Tested Assessment:
Pension Number:	
Record ID:	

Accommodation, Care, Extra Service and Additional Fees	
Assessed Capacity:	Basic Daily Fee:
	Means Tested Care Fee:
Agreed Accommodation Payment Price:	Extra Service Fee:
Assessed Accommodation Contribution:	Compensation Payment:
Projected Payment Decision Date:	Hardship Supplement:
Payment Decision Date:	Additional Services Fee:
Payment Method:	Other Charges:
MPIR:	Respite Booking Fee:
Payment Cycle: Monthly	Fee Payment Cycle:

Additional Services Breakdown

Initial Payment (Charges on Admission Date)	
Basic Daily Care Fees:	Means Tested Care Fee:
Daily Accommodation Payment or Contribution:	Compensation Payment:
Hardship Supplement:	Additional Service Fees:
Other Charges:	Extra Service Fees:
Pre-Entry Leave Fees:	Accommodation Payment or Contribution:
Total:	

Resident Specific Additional Provisions

Comments