

Resident Agreement

Insert resident's name

What is a Resident Agreement?

The *Aged Care Act 1997* (Cth) requires a residential aged care service to offer all residents a resident agreement.

A resident agreement is a legal agreement between you and the aged care service. It sets out your rights and obligations as a resident and the rights and obligations of the service

This agreement includes information about the type of care that will be provided to you, the fees you must pay or contribute to the costs of your care and accommodation and the circumstances in which you may be asked to leave the service.

Agreements are a contract between the resident and the service and, as such, if you have any concerns about the content of this agreement you should seek advice from a financial adviser or a legal practitioner.

This agreement contains financial obligations relating to payment for the resident's care and accommodation, as well as obligations of a personal nature relating to the resident's behaviour while receiving services from us.

This agreement contains financial obligations relating to payment of your fees, as well as obligations of a personal nature relating to your behaviour. If you appoint an attorney pursuant to an enduring power of attorney you will still be required to comply with any obligations under this agreement that only you can perform personally (such as those relating to expected standards of behaviour), as your attorney or representative will not be able to perform these obligations on your behalf.

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1 Important Information Schedule

Date of this Agreement	[Agreement date]
Approved Provider (We, us)	<p>Wesley Mission Queensland</p> <p>For and on behalf of The Uniting Church in Australia Property Trust (Q)</p> <p>ABN: 25 548 385 225</p> <p>Address: 930 Gympie Road, Chermside QLD 4032</p> <p>Phone: (07) 3621 4500</p> <p>Facsimile: (07) 3621 4555</p>
Residential Aged Care Service	<p>Name: [Service name]</p> <p>Address: [Service address]</p> <p>Phone: [Service phone]</p> <p>Facsimile: [Service fax]</p>
Care Recipient (You, your)	<p>Name: [Care Recipient name]</p> <p>Address: [Care Recipient address]</p> <p>Phone: [Care Recipient phone]</p> <p>Email: [Care Recipient email]</p>
Care Recipient's Representative	<p>[Has the Care Recipient appointed a representative?]</p> <p>If yes, proceed to fill in details below. If no, proceed to next question]</p> <p>Name: [Representatives name]</p> <p>Address: [Representatives address]</p> <p>Phone: [Representatives phone]</p> <p>Email: [Representatives email]</p>
Entry Date	[Date of entry]
Pre Entry Leave	<p>If yes, insert how many days (a maximum of 7 days prior to the Entry Date)</p> <p>If no, insert [Not applicable]</p>
Additional Services Fee	###.## per day

Accommodation

Room	[insert room number/name] [insert building number/name] [insert here a description of the room or part of the room that the resident has chosen]	
Advertised Maximum Accommodation Price	[insert maximum advertised RAD amount for the Room at the Entry Date]	
Maximum Accommodation Supplement (if applicable)	[Is the resident eligible for the Accommodation Supplement?] [Option Yes or No] If yes insert [The resident is eligible for the Accommodation Supplement] If no, insert [N/A].	
Refundable Accommodation Deposit	[insert RAD amount for the room or part of the room agreed with the resident]	
Daily Accommodation Payment*	[(Refundable Accommodation Deposit multiplied by the Maximum Permissible Interest Rate) divided by 365 days] per day	
Or		
Accommodation Payment Combination*	Part Refundable Accommodation Deposit	[insert Part Refundable Accommodation Deposit amount paid]
	Part Daily Accommodation Payment	[(Refundable Accommodation Deposit amount less Part Refundable Accommodation Deposit paid multiplied by the Maximum Permissible Interest Rate) divided by 365] per day
	Draw Downs	[Yes/No]
Daily Accommodation Contribution*	[Insert Daily Accommodation Contribution per day]	
Or		
Refundable Accommodation Contribution* (if applicable)	[(insert Daily Accommodation Contribution amount multiplied by 365 days) divided by Maximum Permissible Interest Rate]	

Or		
Accommodation Contribution Combination*	Part Refundable Accommodation Contribution	[insert Part Refundable Accommodation Contribution amount]
	Part Daily Accommodation Contribution	[(insert Refundable Accommodation Contribution amount less Part Refundable Accommodation Contribution amount paid multiplied by Maximum Permissible Interest Rate] divided by 365 days
	Draw Downs	[Yes/No]

Care

Standard Resident Contribution	\$(Insert daily resident fee amount)
Compensation Payment Fee (if applicable)	[Yes/no] If no, delete row If yes, \$(Insert Compensation Payment amount provided by Centrelink] per day
Interim Care Fee	Has the resident been advised of the Means Tested Care Fee? [Option Yes / No] If Yes then delete this row and go to Means Tested Care Fee If no – insert interim daily amount agreed (if any) If nil, insert Nil
Means Tested Care Fee (if applicable)	Has the resident been advised of the Means Tested Care Fee? If no, insert TBA If yes, [insert amount provided by the Department] per day

General

Maximum Permissible Interest Rate at Entry Date	Currently [Current interest rate]% per annum
Guarantor(s)	[Is there a guarantor? If yes, how many? If yes to guarantor proceed to fill in details below. If not proceed to next question.] Name: [Guarantor name]

	<p>Address: [Guarantor address] Phone: [Guarantor phone] Email: [Guarantor email] [If yes to more than 1 guarantor and then repeat as many times as necessary.] Name: [Guarantor 2 name]</p> <p>Address: [Guarantor 2 address] Phone: [Guarantor 2 phone] Email: [Guarantor 2 email] [...repeat as necessary]</p>
Special conditions (Schedule 2)	Refer to Schedule 2.
Additional Services Package Fee and fees for other Additional Services (Schedule 3) included at the Entry Date	Refer to Schedule 3.

* Further detail regarding Fees and Charges may be found at Schedule 1.

PART ONE – SUMMARY

2 The basic agreement

- 2.1 You have agreed to enter the Service and to make it your home.
- 2.2 This Agreement sets out:
- (a) how we will provide the care, accommodation and services you need;
 - (b) how you will pay for (or contribute to) the costs of your care, accommodation and services;
 - (c) how you will live at the Service;
 - (d) information about the Additional Services Package; and
 - (e) information about any other Additional Services (over and above the Additional Services Package) that you may wish to purchase from time to time.
- 2.3 We agree to provide you with the care, accommodation and services required by your Classification of Care as well as the Additional Services set out in Schedule 3.
- 2.4 We will endeavour to ensure that the Service is a place of happy companionship where there is a Christian influence and where all residents are able to live with as much independence as possible.
- 2.5 We will take all reasonable steps to comply with our obligations set out in this Agreement and the Rules and Regulations, except where you can and have agreed to exclude any of our duties to you. Any agreed exclusions will be added to Schedule 2.
- 2.6 In return, you agree to pay to us all Fees and Charges for your care, accommodation and services and to honour your obligations to behave, to the extent within your control, in accordance with the Charter of Residents Rights and Responsibilities, the Rules and Regulations and the Resident Handbook which you will receive on or before on the Entry Date.
- 2.7 You must sign this agreement on or before entry to the Service. If you are unable to execute the Agreement it may be signed by your Representative.
- 2.8 If you or your Representative do not sign this Agreement and you enter the Service, you agree to enter the Service based on the terms and conditions which are set out in this Agreement including but not limited to the obligations with respect to Fees and Charges.

3 Understanding and Definitions

- 3.1 A summary of the specific information relating to you is set out in the Important Information Schedule.
- 3.2 Details relating to some concepts or further details about particular clauses are set out at the back of this Agreement, referred to as the Schedules and shown in the contents page.
- 3.3 To assist with clarity and to improve understanding:
- (a) words and phrases in this Agreement that are given a capital letter at the beginning of the word or words, have the meanings given to them in Schedule 4(a); and
 - (b) for interpretation of this Agreement, unless the context otherwise requires, the rules set out in Schedule 4(a) will apply.

PART TWO – YOUR TERMS

4 Living with us

4.1 Your rights and obligations

- (a) When you enter the Service we are under an obligation to provide you with accommodation at the Service for as long as you need or want it, subject to your and our rights to terminate this Agreement.
- (b) The Rules and Regulations outlined in Schedule 4(c) and the Resident Handbook ensure the smooth running of the Service and outline your responsibilities as a Resident.
- (c) Both you (to the extent within your control) and we must act in a manner consistent with the Charter of Residents Rights and Responsibilities, the Rules and Regulations outlined in Schedule 4(c) and the Resident Handbook however, these are not intended to be an exhaustive list of all your rights and responsibilities. Further requirements about your conduct whilst you live in the Service are contained in this Agreement.
- (d) You agree (to the extent within your control) that you will:
 - (i) treat other residents, visitors and our staff with respect;
 - (ii) not engage in any form of behaviour which may impinge on the health and safety of our residents or our staff or any other person at the Service; and
 - (iii) not engage in any form of behaviour that limits the quiet enjoyment of life by other residents.
- (e) Our Service is a non-smoking Service and smoking is not permitted within any building of the Service. We may elect to maintain a designated smoking area in the grounds of the Service subject to our sole discretion and any conditions we may choose to impose. The prohibition against smoking within the buildings of the Service applies to you, your relatives, your friends and any other visitors or persons you invite into the Service.
- (f) A persistent and serious breach of the residents responsibilities section of the Charter of Residents Rights and Responsibilities or of the Rules and Regulations or of the Resident Handbook may amount to grounds for termination by us under clause 22.
- (g) We will generally consult with residents in relation to any proposed changes to the Rules and Regulations and advise you in writing of any changes made to the Rules and Regulations from time to time.
- (h) Your rights and obligations under this Agreement cannot be transferred or assigned to another person.

4.2 Access

While we respect your right to privacy in the Room:

- (a) you agree to allow us to enter the Room as reasonably necessary for the purpose of checking on your wellbeing, to provide care or otherwise comply with our obligations and responsibilities;
- (b) we may be required to enter the Room without your consent in the event of emergency; and
- (c) any request for a person to stay in your Room overnight must have our prior approval.

4.3 Change in care needs

Despite the operation of clause 12 (which deals with moving rooms within the service), if there is a change in your care or accommodation needs we may no longer be able to provide you with the care or accommodation that is necessary to meet your needs. This may be

grounds for us to ask you to leave the Service under clause 22. We will discuss the consequences of the change in your care or accommodation needs with you, your Representative (if any) and your medical practitioner (as appropriate).

5 If you want to end this Agreement

- 5.1 You may withdraw from this Agreement for any reason within the first 14 days of signing this Agreement by providing us with written notice.
- 5.2 Once we have received your written notice of withdrawal from this Agreement under clause 5.1, the Agreement becomes void and is of no further effect.
- 5.3 In the event you withdraw from this agreement within the first 14 days of signing you will only be liable for the Fees and Charges payable for the time you were in the Service from the Entry Date up to and including the day you leave the Service and for any period of Pre Entry Leave and we must refund any other amount paid by you under this Agreement.
- 5.4 This Agreement may also be terminated at any other time by you giving us not less than 7 days written notice of termination. We may allocate your place in the Service to another person once you provide 7 days written notice that you wish to move to another Service or no longer wish to receive accommodation and care under this Agreement. You will remain liable for the Fees and Charges payable up until the time you leave the Service.
- 5.5 Our rights to terminate are set out at clause 22.

6 Fees and Charges

6.1 Overview

- (a) This section sets out information about the Fees and Charges you may be required to pay for care, accommodation and services and how those Fees and Charges are calculated.
- (b) Depending on your circumstances you may be required to pay the following Fees and Charges (which are listed in the Important Information Schedule):
 - (i) a Standard Resident Contribution (this is your contribution to your daily living costs which is usually 85% of the age pension);
 - (ii) a Means Tested Care Fee (this is the amount you may be asked to contribute to your costs of care);
 - (iii) an Interim Care Fee (this is an amount that you may be asked to pay until such time as your Means Tested Care Fee is provided by Centrelink or DVA);
 - (iv) an Accommodation Payment or an Accommodation Contribution (this is the amount you may be asked to pay for, or contribute, to the costs of your accommodation);
 - (v) the fees for the Additional Services Package; and
 - (vi) the fees for any other Additional Services (over and above the Additional Services Package) you may wish to purchase from time to time.
- (c) Unless some other form of payment is agreed by us, you agree to pay all recurrent Fees and Charges by Direct Debit in advance in the frequency as set out in the Direct Debit Request and by the due date nominated by us (or as otherwise directed by us from time to time). You must provide a duly executed Direct Debit Request before you enter the Service. The Direct Debit Request will be provided to you on or before the Entry Date. If the Direct Debit Request is executed by your Representative we will require evidence that the person is authorised to execute the Direct Debit Request on your behalf.

- (d) If you do not wish to disclose your financial information to us or the Department, you may be required to pay the maximum Fees and Charges we can charge you for your care and accommodation under the Act.

6.2 Care Fees

- (a) You agree to pay the Standard Resident Contribution and the Means Tested Care Fee (if any) as determined by Centrelink or DVA from the Entry Date. If Centrelink or DVA have not advised whether you might be required to pay a Means Tested Care Fee at time of entry to the service, we may ask you to pay an Interim Care Fee from the Entry Date. The Interim Care Fee will subsequently be adjusted in accordance with clause 13.
- (b) You agree to pay the Standard Resident Contribution for any period of Pre Entry Leave.
- (c) The Act specifies the method of calculating the maximum Standard Resident Contribution and the Means Tested Care Fee.
- (d) The Means Tested Care Fee may change from time to time in accordance with the Act and/or as advised by the Department.
- (e) The Department will specify the maximum amount you will pay as a Means Tested Care Fee. The maximum amount is prescribed by the Department and subject to annual indexation.

6.3 Accommodation Payment and Accommodation Contribution

- (a) If you are an Eligible Care Recipient you agree:
 - (i) to pay an Accommodation Payment (if Centrelink or DVA has determined that you can afford to pay the charges related to your accommodation); or
 - (ii) to pay an Accommodation Contribution (if Centrelink or DVA has determined that you can only afford to pay some of the charges related to your accommodation); and
 - (iii) that your liability to pay the Accommodation Payment or Accommodation Contribution, whichever is applicable, arises from the Entry Date.
- (b) If you are not an Eligible Care Recipient and Centrelink, DVA or the Department has determined that you cannot meet the charges related to your accommodation, the Department will pay for the charges related to your accommodation by paying to us an Accommodation Supplement.
- (c) Payment of an Accommodation Payment, an Accommodation Contribution or an Accommodation Supplement:
 - (i) entitles you to enter the Service and live in the Service;
 - (ii) does not give rise to an exclusive right of possession at the Service; and
 - (iii) does not create a lease or tenancy.
- (d) We cannot charge you an Accommodation Payment or Accommodation Contribution:
 - (i) during a period of respite care; or
 - (ii) more than 1 month in advance; or
 - (iii) if the Service is not certified; or
 - (iv) at any time that our approved provider status is suspended or prohibited.
- (e) The Advertised Maximum Accommodation Price that we can charge you for the Room you will occupy on the Entry Date, is the amount set out in the Important Information Schedule.

- (f) The maximum Accommodation Contribution we can charge you for the Room you will occupy on the Entry Date is the Maximum Accommodation Supplement Amount or the amount advised to us by Centrelink or DVA (if applicable).
- (g) The amount of the Accommodation Contribution for a day will vary from time to time depending on the accommodation supplement applicable to the Service on any day and your Means Tested Amount. This means that although your Accommodation Contribution may be assessed at nil on the Entry Date, you may be required to pay an Accommodation Contribution if your financial position subsequently changes.
- (h) If the amount of the Accommodation Contribution increases we may require you to pay the increase and if you are required to pay the increase you may do so by:
 - (i) paying Daily Accommodation Contributions or increased Daily Accommodation Contributions;
 - (ii) paying or topping up a Refundable Accommodation Contribution; or
 - (iii) a combination of both.

6.4 Financial Hardship

- (a) We will tell you about any relevant Financial Hardship provisions that apply to you.
- (b) A determination made by the Department may reduce your Accommodation Payment or Accommodation Contribution, including to nil.
- (c) If you apply for Financial Hardship you will still be required to pay the agreed Accommodation Payment or Accommodation Contribution if the Department refuses to make a determination in your favour or if your Financial Hardship determination is revoked.

6.5 Services

- (a) We will provide the care and services you need that are relevant to your Classification of Care as set out in Schedule 4(d).

6.6 Additional Services Package

- (a) The Additional Services Package provides residents at the Service with services, over and above those services that all aged care recipients receive, such as flexible dining options, access to hairdressing and beauty services and a smart TV in each room.
- (b) By entering into this agreement you confirm you wish to receive the Additional Services Package and you agree to pay the Additional Services Package Fee (see Schedule 3) on an ongoing fortnightly basis.
- (c) Despite the operation of any clause in this Agreement, a Fully Supported Resident will not be charged the Additional Services Package Fee and will receive the Additional Services Package on an ongoing basis at no extra cost. We may charge you the Additional Services Package Fee if you cease to be classified as a Fully Supported Resident.
- (d) The services included in the Additional Services Package are in addition to the services provided to all residents who need them as set out in the Schedule of Specified Care and Services.

6.7 Other Additional Services

- (a) We may also offer other Additional Services at the Service on a fee for service basis.
- (b) If you choose to purchase any of these individual Additional Services, you will be charged the relevant fee for that Additional Service. This will be over and above the Additional Services Package.

7 Choice of Accommodation Payment Method

- 7.1 You can choose to pay the Accommodation Payment or Accommodation Contribution by one of the following methods:
- (a) Daily Payments;
 - (b) a Refundable Deposit; or
 - (c) a combination of a Refundable Deposit and Daily Payments.
- 7.2 You must make a choice about how you want to pay for your accommodation within 28 days after the Entry Date. You must make this choice by executing the Choice of Accommodation Payment Method Form which is attached to this Agreement at Schedule 5.
- 7.3 You must pay your Accommodation Payment or Accommodation Contribution by Daily Payments from the Entry Date unless and until you pay the Refundable Deposit in full.
- 7.4 Daily Payments are payable by direct debit fortnightly in advance (or as otherwise directed by us from time to time).
- 7.5 The Daily Payment accrues every day including when you take Temporary Leave (Temporary Leave does not include any period of Pre Entry Leave).

8 Refundable Deposit

- 8.1 If you choose to pay a Refundable Deposit in accordance with clause 7 of this Agreement, you must:
- (a) pay the Refundable Deposit by Daily Payments unless and until the Refundable Deposit amount is paid;
 - (b) pay the Refundable Deposit within 6 months from your Entry Date as set out in the Important Information Schedule.
- 8.2 If at any time after the expiration of the period of 28 days you choose to pay a Refundable Deposit, you must:
- (a) pay the Refundable Deposit by Daily Payments unless and until the Refundable Deposit amount is paid;
 - (b) pay the Refundable Deposit on the later of:
 - (i) the date you agree to pay the Refundable Deposit; or
 - (ii) 6 months from your Entry Date as set out in the Important Information Schedule.
- 8.3 We can deduct from the Refundable Accommodation Deposit at any time during the term of this Agreement without prior notice any of the following:
- (a) your Daily Payments if you have requested this deduction and the Daily Payments are payable;
 - (b) any amounts owing to us under this Agreement and the Act including any outstanding Fees and Charges;
 - (c) any amounts we are permitted to deduct under the Aged Care Act or Aged Care Principles;
 - (d) fees for any additional services you receive as and when such fall due, if you have requested this deduction; and
 - (e) any other amounts you agree in writing to deduct from time to time.
- 8.4 If any amounts are deducted from the Refundable Deposit we may require you to maintain the agreed Accommodation Payment or Accommodation Contribution if the Refundable Deposit is reduced.

- 8.5 The Act specifies the Minimum Permissible Asset Amount that you must be left with on the Entry Date after you have paid a Refundable Deposit.

9 Combination of Refundable Deposit and Daily Payments

- 9.1 You may choose to pay your Accommodation Payment or Accommodation Contribution by a combination of Refundable Deposit and Daily Payments.
- 9.2 The method for working out amounts that would be payable as a combination of Refundable Deposit and Daily Payments is set out in Schedule 1.
- 9.3 If you wish to pay your Accommodation Payment or Accommodation Contribution by a combination of Refundable Deposit and Daily Payments we must allow you to have Daily Payments deducted from the amount of Refundable Deposit you have paid.
- 9.4 If you choose to have Daily Payments deducted from the amount of Refundable Deposit we may require you to maintain the agreed Accommodation Payment or Accommodation Contribution if the Refundable Deposit is reduced.
- 9.5 If you are required to maintain the agreed Accommodation Payment or Accommodation Contribution because the Refundable Deposit has been reduced, you can do so by:
- (a) paying the Daily Payment in the Important Information Schedule;
 - (b) paying increased Daily Payments;
 - (c) topping up the Refundable Deposit; or
 - (d) a combination of Daily Payments and a Refundable Deposit.

10 Refunding the Refundable Deposit

- 10.1 We will refund the Refundable Deposit Balance within 14 days of:
- (a) your departure from the Service, should you cease to be provided with Residential Care by a residential aged care service;
 - (b) receiving a copy of probate of your will or letters of administration for your estate; or
 - (c) the Service's failure to remain Certified, should this ever occur.
- 10.2 If you write to tell us that you have decided to leave the Service and move to another residential aged care service, we will refund the Refundable Deposit Balance either within 14 days of receiving that notice or on the day that you leave, whichever occurs last.
- 10.3 If you do not notify us before the day that you are to leave the Service, we will provide the Refundable Deposit Balance to you within 14 days after you leave.
- 10.4 If you have paid the Refundable Deposit but not yet moved into the Service and you discover that you cannot move into the Service, we will refund the Refundable Deposit to you within 14 days of receiving your notification, less any costs that we incur in making this repayment.
- 10.5 We will take all reasonable steps to locate you and/or identify and locate the person(s) legally entitled to your Refundable Deposit refund. However, we will not be liable or at fault under this Agreement if any refund is not paid in circumstances where we do not know where you are located or can be contacted, or the person(s) legally entitled to the refund cannot be identified or contacted.

11 Protection of Refundable Deposit

- 11.1 We guarantee the repayment of your Refundable Deposit in circumstances where any or all of it is required to be refunded to you or your estate.
- 11.2 The Commonwealth Government guarantees all Refundable Deposits paid to Certified Approved Providers.

- 11.3 We are required to comply with all of the Prudential Standards to ensure that your Refundable Deposit is protected, which includes standards dealing with our liquidity, our financial management and our disclosure of Refundable Deposit details to both you and the Department.
- 11.4 We will, on receipt of a written request from you, provide you with information and documents set out in the Act about our compliance, storage and use of Refundable Deposits and Accommodation Bonds for the previous financial year to this Agreement within 7 days.
- 11.5 If your Accommodation Payment or Accommodation Contribution includes payment by Refundable Deposit, then in addition to clause 11.4, we will also provide you with a copy of your entry in the refundable deposit register made in accordance with the Act.

12 Moving rooms within the Service

- 12.1 By entering into this Agreement you have a right to make the Service your permanent home but we cannot guarantee your location within the Service will not change. Your location within the Service will be dependent on our ability to provide care and accommodation which meets your needs according to your Classification of Care. We will try to accommodate your preferences where possible.
- 12.2 You may request, in writing, to move to a different room within the Service and we may at our discretion approve your request. If we agree that you can move it will be on the following basis:
- (a) this Agreement will be varied before you move;
 - (b) the date that the Agreement is varied is the new Price Agreement Day;
 - (c) you will not be charged more than the maximum price for the new room that is published on the Price Agreement Day on our website, the My Aged Care's website and in any written materials given to you for the new room;
 - (d) if the new room has a higher published price you will be charged that higher amount; and
 - (e) you may choose how to pay the higher accommodation payment amount by executing the Choice of Accommodation Payment Method Form Schedule 5.
- 12.3 If we need to move you within the Service, we will only ask you to do so in accordance with the requirements set out in the Act, including if:
- (a) the move is necessary on genuine medical grounds as assessed by the Department or at least 2 medical practitioners or health practitioners (one of whom is independent of us and chosen by you);
 - (b) your accommodation at the Service becomes an Extra Service Place and you do not wish to pay the Extra Service Amount; or
 - (c) your Room at the Service is being repaired or redeveloped and you can be moved to other accommodation within the Service offering similar facilities (you will have the right to return to the same accommodation if it is available for occupation by someone with your care needs after the repair).
- 12.4 If we need to move you within the Service in accordance with clause 12.3 for a period of less than 28 days we will notify you in writing before we move you of the location of the new room or new part of a room you will be moved to. There will be no change to your Accommodation Payment or Accommodation Contribution amount in these circumstances.
- 12.5 If we need to move you within the Service in accordance with clause 12.3 for a period of 28 days or longer the following will apply:
- (a) before we move you we will notify you in writing of the location of the new room or new part a room that you will be moved to;

- (b) the day we notify you in writing of the move will become the new Price Agreement Day; and
- (c) you will not be charged a higher amount for the new room than the Accommodation Payment or Accommodation Contribution amount that you paid and if the published price for the new room on the new Price Agreement Day on our website, the My Aged Care's website and in any written materials given to you is less than the Accommodation Payment or Accommodation Contribution amount you have paid, we will refund you the difference in accordance with the Act.

13 Changes to Fees and Charges

- 13.1 You acknowledge that you may be required from entry to pay a Standard Resident Contribution, an Interim Care Fee, a Means Tested Care Fee and an Accommodation Payment or Accommodation Contribution which are determined by a valuation of your income and assets by Centrelink or DVA (as applicable) and which are collectively known as the Fees and Charges.
- 13.2 The Fees and Charges may change from time to time in accordance with the Act and/or as advised by the Department.
- 13.3 If after the Entry Date it is determined:
- (a) that the Interim Care Fee was different to the Means Tested Care Fee determined by Centrelink or DVA or that the Standard Resident Contribution or Means Tested Care Fee should be different than the fee determined by us:
 - (i) you will pay any amount you have underpaid us within 1 month of when we are notified of your correct amount; or
 - (ii) if you have overpaid us, we will reduce the amount payable by you in the month after Centrelink advises us of your correct Standard Resident Contribution or Means Tested Care Fee, or
 - (b) that a different Accommodation Payment or Accommodation Contribution should have been paid, your Accommodation Payment or Accommodation Contribution will be varied accordingly and if you have overpaid the Accommodation Payment or Accommodation Contribution then we will refund you the overpaid amount in accordance with the Act.
- 13.4 Charges for Additional Services and the Additional Services Package are subject to change. We will advise you before the cost of any Additional Service or the Additional Services Package is changed.
- 13.5 A daily adjustment will be made to your Accommodation Payment or Accommodation Contribution where you have chosen to pay a combination of Refundable Deposit and Daily Payments and the Daily Payments are deducted from the amount of Refundable Deposit you have paid. We will advise you of the value of the first Daily Payment amount and then each subsequent Daily Payment deducted from the Refundable Deposit will be adjusted in accordance with the method set out in Schedule 1 until the full amount of the Refundable Deposit outlined in the Important Information Schedule is paid.

14 Interest payable for Fees and Charges

14.1 Interest payable by you

You may be charged Interest for any outstanding Fees and Charges you have agreed to pay under this Agreement at the Maximum Permissible Interest Rate for which are outstanding for more than one month.

14.2 Interest payable by us

(a) Overpaid Accommodation Payment or Accommodation Contribution

If we do not refund the overpaid Accommodation Payment or Accommodation Contribution amount in accordance with clause 13.3(b) then interest is calculated daily on the overpaid amount and will be payable by us to you at the Maximum Permissible Interest Rate at the Price Agreement Date until we refund it to you.

(b) Earnings on Refundable Deposit Balance until refund

(i) If we stop providing care to you (whether this is because you move to another residential aged care service or upon your death) interest will accrue on your Refundable Deposit Balance until it is paid to you or your estate.

(ii) If we pay the Refundable Deposit Balance within the time we have indicated in clause 10.1, you or your estate will receive Approved Provider Interest for each day until the date the Refundable Deposit Balance is refunded calculated at the Base Interest Rate.

(iii) If we are late with our repayment, you or your estate will be entitled to additional interest. This means that you are entitled to Approved Provider Interest for each day until we should have paid the Refundable Deposit Balance to you or your estate calculated at the Base Interest Rate, **plus** daily interest beyond that date calculated at the Maximum Permissible Interest Rate, until the Refundable Deposit Balance is refunded.

(iv) The Approved Provider Rate and the Maximum Permissible Interest Rate change regularly. The current rate is available on the Department's website at <http://www.dss.gov.au/> and is updated every 3 months.

(c) More information about interest calculations is contained in Schedule 1.

15 Leave entitlements

15.1 Where it becomes necessary for you to spend time in hospital we will keep your place for you until you return. There is no limit to the amount of leave you may take for time spent in hospital.

15.2 You may also take Temporary Leave from the Service, for up to 52 days per financial year, for any reason but you must notify us before taking that leave. Pre Entry Leave is not taken into account when calculating the amount of Temporary Leave taken and is dealt with separately below in clause 16.

15.3 If you are on Temporary Leave from the Service for a period that exceeds 52 days in one financial year (excluding when you are in hospital and any Pre Entry Leave) and have not permanently left the Service, we will have the right to increase your Standard Resident Contribution to make up any gap in funding that we do not receive from the Department because of your absence.

15.4 If, after you have taken more than 52 days Temporary Leave you agree to our request, to allow another resident to occupy your Room at the Service, we will reduce any increased fee payable by you under clause 15.3 to reflect the additional income that we receive by using your Room.

15.5 If you are absent from the Service without authorisation for a continuous period of 7 days, we may terminate this agreement under clause 22 and require you to leave the Service unless you are in hospital or your absence is as a result of an emergency or you have not used up more than 52 days Temporary Leave in the current financial year. Any termination of this Agreement by us and requirement for you to leave the Service will be undertaken in accordance with the Act and law.

16 Pre Entry Leave

16.1 You may take up to 7 days Pre Entry Leave before you enter the Service, so that you may prepare your existing home and affairs for the move while your place at the Service is held.

16.2 If you decide to take any period of Pre Entry Leave, we will charge you the Standard Resident Contribution for each day you are on Pre Entry Leave. However we will not charge you any Means Tested Care Fee, Daily Accommodation Payment or Daily Accommodation Contribution during any period of Pre Entry Leave.

17 Indemnity

17.1 You will indemnify us, our employees and agents from and against all claims, demands, suits, actions and proceedings arising in connection with personal injuries or property damage suffered by:

- (a) your Representatives, visitors or any other person while at the Service, as a consequence of your negligent or wilful act or omission; or
- (b) you, as a consequence of the negligent or wilful act or omission of your Representatives or visitors while at the Service,

provided that such indemnity will be reduced proportionately to the extent that any unlawful or negligent act or omission of us, our employees or agents may have contributed to such personal injuries or property damage.

18 Your property and insurance

18.1 We are not responsible for any of your personal effects or cash that you bring to the Service that may be lost or stolen.

18.2 It is your responsibility to insure all of your personal property that you bring to the Service.

18.3 If you cease to permanently reside at the Service you agree to remove your property from the Room at the Service within 48 hours.

18.4 If your property is not removed within 48 hours, then we will remove it on your behalf and store it within the Service or at another place as decided by us for a period of 7 days, after which time you agree we may arrange for disposal of the property.

18.5 You will be responsible for the reasonable fees of removal, storage and disposal of your property.

19 Special conditions

19.1 The special conditions (if any) that apply to this Agreement are set out in Schedule 2.

19.2 To the extent that any of the special conditions conflict with any other provision of this Agreement the special conditions prevail, but to the extent that any special condition conflicts with the Act then the Act will prevail.

PART THREE – OUR TERMS

20 Our promises

20.1 We confirm that:

- (a) we are an Approved Provider pursuant to the Act;
- (b) the Service will be Certified at the time the Accommodation Payment is paid by you;
- (c) we will provide the care and services as set out in Schedule 4(d) that are relevant to your Classification of Care as and when you need them in a way that meets the Accreditation Standards;
- (d) we will provide any particular care and services agreed as part of the special conditions as set out in Schedule 2; and
- (e) we will provide the Additional Services Package and any Additional Services requested by you on the terms and conditions agreed and as set out in Schedule 3.

20.2 We may transfer or assign our rights and obligations under this Agreement to a purchaser or transferee of the Service at any time providing we comply with any obligations under the Act or law.

21 Providing information to other Approved Providers

21.1 If you decide to move out of the Service we will make arrangements to transfer your required financial details to your new service (**New Service**). We will be limited by the Act as to information we can provide to the Approved Provider of the New Service.

21.2 Under this Agreement you authorise us to provide information to the Approved Provider of the New Service including:

- (a) whether you have agreed to pay a Refundable Accommodation Deposit, Daily Accommodation Payment or a combination of Refundable Accommodation Deposit and Daily Accommodation Payments; and
- (b) the amounts payable and whether the Refundable Accommodation Deposit was paid by lump sum or Daily Accommodation Payments and if Daily Accommodation Payments are to be deducted from the amount of the Refundable Accommodation Deposit you have paid; and
- (c) any other amounts owing to us that may be deducted from the Refundable Accommodation Deposit Balance.

21.3 If you have agreed to move to the Service from another residential care Service (**Original Service**) you hereby give us permission to seek information from the Original Service relating to the matters contained in this clause.

22 Termination by us

22.1 In certain circumstances we may terminate this Agreement and require you to leave the Service by providing you with written notice. If we do so, we will first ensure that there is alternative suitable accommodation available to you which is affordable and appropriate for your needs. The circumstances are:

- (a) we can no longer provide suitable accommodation and care suitable for your needs (including as explained in clause 12.3);
- (b) you no longer need the care provided by the Service;
- (c) you have failed to pay any of our Fees and Charges within 42 days after the day the Fees and Charges were payable;
- (d) you have intentionally caused serious damage to the Service or property, or injury to us, our staff or another resident;

- (e) you are absent from the Service without authorisation for a continuous period of 7 days, not as the result of an emergency;
- (f) the Service is closing permanently; or
- (g) you commit a Material Breach of this Agreement.

22.2 This Agreement will terminate on the death of the Care Recipient.

22.3 Obligations owed by you in relation to Fees and Charges and any Accommodation Payment or Accommodation Contribution paid or payable under this Agreement will survive termination of this Agreement.

22.4 If, acting reasonably, we consider you have breached a Material Term of this Agreement, then we may give you written notice:

- (a) if the default is capable of being remedied by you, advising you that you must remedy the default within 14 days; or
- (b) if the default is not capable of being remedied by you, terminating this Agreement in accordance with this clause.

22.5 Any termination of this Agreement by us and requirement for you to leave the Service will be undertaken in accordance with the Act and law.

PART FOUR – ADMINISTRATION

23 Notices

23.1 Any notice or other written communication required under this Agreement may be given to you or your Representative.

24 Costs

24.1 Each party will pay its own costs of and incidental to this Agreement.

25 Representatives and power of attorney

25.1 You may request in writing that we deal with your Representative in relation to any matters affecting you or your interests under this Agreement, instead of or in addition to dealing directly with you. If we receive such a request, we will continue to involve your Representative until you notify us otherwise.

25.2 Where this Agreement is executed by a person as attorney or agent for you, that person warrants to us that he or she or they have authority to so sign and will deliver a copy of the power of attorney or appointment of agent evidencing this authority to us at the time you deliver the signed Agreement.

25.3 This Agreement contains financial obligations relating to payment for your care, as well as obligations of a personal nature relating to your behaviour while receiving services from us. You acknowledge and agree that, if:

- (a) you have appointed an enduring power of attorney at the time of entering into this Agreement:
 - (i) the attorney will already be, or may in the future become responsible for your financial obligations under this Agreement, depending on when the attorney's responsibility for your financial affairs is stated to take effect in the appointment document; and
 - (ii) you will be bound and remain bound for any personal obligations under this Agreement within your control,
- (b) you have entered into this Agreement in your own right, and later sign an enduring power of attorney while you still have capacity to do so:
 - (i) the attorney may become responsible for your financial obligations under this Agreement in the future, depending on when the attorney's responsibility for your financial affairs is stated to take effect in the appointment document; and
 - (ii) you will be bound and remain bound for any personal obligations under this Agreement within your control,
- (c) your obligation to comply with the clauses in this Agreement of a personal nature will continue regardless of the appointment of your attorney, as these are obligations that only you can perform personally.

25.4 At the time of entering into this Agreement, you acknowledge and agree that you will continue to comply with the personal obligations set out in this Agreement at all times, and that your failure to comply with these clauses may allow us to terminate the Agreement if we comply with the Act and law.

26 Variation

26.1 This Agreement may be varied by mutual consent following adequate consultation between you and us but must not be varied in a way that is inconsistent with the Act or law.

26.2 Any variation must be in writing and signed by both parties to this Agreement.

26.3 The Agreement may be varied if it is necessary to implement changes to the GST Act.

27 Severance

27.1 If any provision of this Agreement or its application to any person or circumstance is or becomes unenforceable, illegal or void, the remaining provisions of this Agreement shall not be affected and each remaining provision of this Agreement is enforceable to the greatest extent permitted by law.

28 Problems

28.1 You are entitled to make any genuine complaints about the provision of care or services without fear of reprisal.

28.2 If you are dissatisfied about anything that occurs at the Service, you need to tell us so that we can deal with the issue. We will use all reasonable efforts to resolve any dispute or area of dissatisfaction between you and us by negotiation and in accordance with our internal Dispute Resolution process.

28.3 We will convene a meeting between a representative of us or the Service and you or your Representative to hear the complaint.

28.4 If we cannot satisfactorily resolve any dispute you or your Representative may use the processes as set out in Schedule 4(e).

29 GST

29.1 If any supply made by us under this Agreement or any variation to it is a taxable supply for the purposes of the GST Act, then in addition to any amount or fee expressed as payable to us elsewhere in this Agreement, we will be entitled to recover from you an additional amount on account of GST, an amount of our GST liability in respect of each supply which will be recoverable at the same time as the amount or fee is payable for any supply.

30 Guarantee and indemnity

30.1 This clause is not a condition precedent to entry to our Service.

30.2 We can only seek to enforce this guarantee and indemnity in the event that you do not pay the Fees and Charges on or before the time when they are due or you otherwise fail to comply with the terms of this Agreement after entering our Service.

30.3 In this clause:

- (a) where a Guarantor comprises two or more persons this Guarantee binds those persons jointly and severally; and
- (b) a Guarantor in this Guarantee includes that person's executors and administrators, successors and permitted assigns.

30.4 In consideration of us making available our care and services to you:

- (a) the Guarantor unconditionally and irrevocably guarantees to us your compliance with this Agreement, including the punctual payment of the Fees and Charges;
- (b) the Guarantor agrees that if you do not pay the Fees and Charges on or before the time when they are due for payment, the Guarantor will immediately pay the Fees and Charges to us (including interest on all moneys owing as calculated under this Agreement), whether or not demand has been made by us to you or the Care Recipient Representative; and
- (c) the Guarantor unconditionally and irrevocably indemnifies us against all loss, damage, costs (including legal costs on an indemnity basis) and expenses we suffer as a result of your failure to comply with your obligations under this Resident Agreement, the Fees or Charges (or any part thereof) not being recoverable from, or any liability to pay the Fees and Charges not being enforceable against you.

30.5 We may assign the rights under this Guarantee by giving the Guarantor 14 days' written notice.

30.6 This Guarantee will:

- (a) be a continuing guarantee and indemnity and will not be considered partially or wholly discharged by the payment at any time of part of the Fees and Charges until all your obligations are paid in full; and
- (b) not be affected by:
 - (i) the granting to you or another person, any time to pay or other consideration;
 - (ii) any variation of any document between you (or the Care Recipient Representative) and us; or
 - (iii) us postponing for any time or from time to time the exercise of any of our powers or rights against you or the Guarantor,

and nothing will be construed as a waiver or compromise of our rights to recover your full liability as against the Guarantor under this Guarantee.

31 Security

31.1 In order to secure your obligations under this Agreement, we may as permitted by law, require you, and/or each Guarantor, jointly and severally, in an individual capacity and as trustee of any trust (whether disclosed or not) to:

- (a) charge all of your interests in any real property (including any leasehold interest) present and future wheresoever situated, for the amount of your liability to us under this Agreement from time to time; and
- (b) agree, immediately upon demand by us, to sign all documents and do all things we may reasonably require to secure to us the amount of your liability under this Agreement in accordance with this special condition, including but not limited to executing any mortgage, loan agreement or any other security documents requested by us.

31.2 If we require this form of security, we will enter into a separate agreement with you and/or your Guarantor(s), consistent with this special condition on terms to be agreed.

32 Privacy

32.1 We are committed to the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). We may collect, use and disclose personal information about you for the purposes of providing services to you, facilitating our internal business operations, including the fulfilment of any legal and regulatory requirements and providing you with information about us and the services that we offer. We may disclose personal information about you to your nominated next of kin in an emergency involving you, our related entities and affiliated organisations and service providers, who assist us in operating our business. We may collect personal information about you that may be de-identified and then used for the purpose of continuous improvement and research.

32.2 We will at all times ensure the confidentiality and privacy of information provided to us by residents, prospective residents and relatives is managed according to law, this Agreement and our privacy policy

Executions

APPROVED PROVIDER

SIGNED for and on behalf of The Uniting Church in Australia Property Trust (Q))
by its authorised agent) _____
_____) (Approved Provider signature)
in the presence of:)
_____)
(name of witness))
_____)
(address of witness)) _____
) (signature of witness)
)

[Insert if care recipient signing (i.e. from information contained in important information schedule and no care recipient's representative)]

CARE RECIPIENT

SIGNED by [Repeat care recipient name contained in important information schedule] in the presence of:) _____
) (Care Recipient signature)
)
_____)
(name of witness))
_____)
(address of witness)) _____
) (signature of witness)

[Insert if care recipient's representative signing (i.e. information contained in important information schedule)]

CARE RECIPIENT'S REPRESENTATIVE

SIGNED by [Repeat care recipient's representatives name contained in important information schedule]) _____
) (Care Recipient's Representative signature)
)
For and on behalf of [Repeat care recipient name contained in important information schedule])
)
)
_____ in)
the presence of:) _____
) (signature of witness)
)
_____)
(name of witness))
_____)
(address of witness))

[Insert if yes to guarantor in important information schedule]

GUARANTOR(S)

SIGNED by [Repeat guarantor name
contained in important information
schedule]) _____
) (Guarantor signature)
)
in the presence of:)
)
)
_____) _____
(name of witness)) (signature of witness)

(address of witness)

[Repeat as necessary (i.e. if more than one guarantor answered in the important information
schedule)]

SIGNED by [Repeat guarantor name
contained in important information
schedule]) _____
) (Guarantor signature)
)
in the presence of:)
)
)
_____) _____
(name of witness)) (signature of witness)

(address of witness)

Schedule 1 – Refundable Deposit and Daily Payments

1 Combination of Refundable Accommodation Deposit and Daily Accommodation Payments

1.1 Daily Accommodation Payments

- (a) If you have elected to pay all of the Refundable Accommodation Deposit by Daily Accommodation Payments, you will make the Daily Accommodation Payment amounts mentioned in the Important Information Schedule.
- (b) The first Daily Accommodation Payment will be charged from the Entry Date.
- (c) The amount of each Daily Accommodation Payment payable by you will be worked out in accordance with the following formula:

$$\text{DAP} = \frac{(\text{RAD} \times \text{MPIR})}{365}$$

Where:

DAP is the amount of the Daily Accommodation Payment;

RAD is the Refundable Accommodation Deposit mentioned in the Important Information Schedule; and

MPIR is the Maximum Permissible Interest Rate.

1.2 Refundable Accommodation Deposit

If you elect to pay the Refundable Accommodation Deposit mentioned in the Important Information Schedule by a lump sum then you will pay that amount.

1.3 Combination of Refundable Accommodation Deposit and Daily Accommodation Payments

- (a) If you elect to pay a combination of Refundable Accommodation Deposit and Daily Accommodation Payments and you have chosen to have daily drawdowns deducted from the Refundable Accommodation Deposit amount you have paid, you will pay to us an amount worked out daily in accordance with the following formula:

$$\text{RADB} = \text{RAD} - \text{RADP}$$

Where:

RADB is the outstanding balance of the Refundable Accommodation Deposit;

RAD is the Refundable Accommodation Deposit for your Room; and

RADP is the portion of Refundable Accommodation Deposit held by the Approved Provider each day by way of a lump sum after taking into account drawdowns made.

$$\text{DD} = \frac{(\text{RADB} \times \text{MPIR})}{365}$$

Where:

DD is the amount of daily draw down to be deducted from the portion of Refundable Accommodation Deposit that is held each day after taking into account drawdowns made;

RADB is the outstanding balance of the Refundable Accommodation Deposit; and

MPIR is the Maximum Permissible Interest Rate.

- (b) If you choose to have Daily Payments deducted from the Refundable Deposit then the value of the Daily Payments (drawdowns) that are deducted will change with each payment until the Refundable Deposit is paid in full.
- (c) Daily Payment draw-downs need to be adjusted each time they reduce the amount of Refundable Deposit that you have paid because the calculation takes into account your Fees and Charges and the interest we could have earned if you had paid the full Refundable Deposit amount. Each time a Daily Payment is deducted from the amount of Refundable Deposit you have paid, it increases the Refundable Deposit balance owed to us.
- (d) This is why we calculate the required Daily Payment that is required to meet your Fees and Charges and the interest that we could have earned if you had paid a full Refundable Deposit amount on a daily basis.
- (e) If you elect to pay a combination of Refundable Accommodation Deposit and Daily Accommodation Payments then you will pay to us an amount worked out in accordance with the following formula:

$$\mathbf{RADB = RAD - RADP}$$

Where:

- RADB** is the balance of the Refundable Accommodation Deposit;
- RAD** is the Refundable Accommodation Deposit for your Room; and
- RADP** is the portion of Refundable Accommodation Deposit you have paid by way of a lump sum.

$$\mathbf{DAP = \frac{(RADB \times MPIR)}{365}}$$

Where:

- DAP** is the amount of Daily Accommodation Payment;
- RADB** is the balance of the Refundable Accommodation Deposit; and
- MPIR** is the Maximum Permissible Interest Rate.

2 Combination of Refundable Accommodation Contribution and Daily Accommodation Contribution

2.1 Daily Accommodation Contributions

- (a) If you have elected to pay all of the Refundable Accommodation Contribution by Daily Accommodation Contributions, you will make the Daily Accommodation Contribution amounts mentioned in the Important Information Schedule.
- (b) The first Daily Accommodation Contribution will be charged from the Entry Date.

2.2 Refundable Accommodation Contribution

- (a) If you elect to pay a Refundable Accommodation Contribution then you will pay that amount.
- (b) The amount of the Refundable Accommodation Contribution will be worked out in accordance with the following formula:

$$\mathbf{RAC = \frac{(DAC \times 365)}{MPIR}}$$

Where:

RAC is the Refundable Accommodation Contribution;

DAC is the amount of the Daily Accommodation Contribution mentioned in the Important Information Schedule; and

MPIR is the Maximum Permissible Interest Rate.

2.3 Combination of Refundable Accommodation Contribution and Daily Accommodation Contributions

- (a) If you elect to pay a combination of Refundable Accommodation Contribution and Daily Accommodation Contributions and you have chosen to have daily drawdowns deducted from the Refundable Accommodation Contribution amount you have paid, you will pay to us an amount worked out daily in accordance with the following formula:

$$\mathbf{RACB = RAC - RACP}$$

Where:

RACB is the outstanding balance of the Refundable Accommodation Contribution;

RAC is the Refundable Accommodation Contribution for your room; and

RACP is the portion of Refundable Accommodation Contribution held by the Approved Provider each day by way of a lump sum after taking into account drawdowns made..

$$\mathbf{DD = \frac{(RACB \times MPIR)}{365}}$$

Where:

DD is the amount of daily draw down to be deducted from the portion of Refundable Accommodation Contribution that is held each day after taking into account drawdowns made;

RACB is the outstanding balance of the Refundable Accommodation Contribution; and

MPIR is the Maximum Permissible Interest Rate.

- (b) If you elect to pay a combination of Refundable Accommodation Contribution and Daily Accommodation Contributions then you will pay to us an amount worked out in accordance with the following formula:

$$\mathbf{RACB = RAC - RACP}$$

Where:

RACB is the balance of the Refundable Accommodation Contribution;

RAC is the Refundable Accommodation Contribution for your room; and

RACP is the portion of Refundable Accommodation Contribution you have agreed to pay by way of a lump sum.

$$\mathbf{DAC = \frac{(RACB \times MPIR)}{365}}$$

Where:

DAC is the amount of Daily Accommodation Contribution;

RACB is the balance of the Refundable Accommodation Contribution; and

MPIR is the Maximum Permissible Interest Rate.

3 Interest on Refundable Accommodation Deposit or Refundable Accommodation Contribution

3.1 If we refund the Refundable Accommodation Deposit or Refundable Accommodation Contribution within the time we have indicated in clause 10.1, the Approved Provider Interest we will pay to you is worked out in accordance with the following formula:

(a) Where a Refundable Accommodation Deposit is paid:

$$\text{APIA} = \frac{(\text{BIR} \times \text{RADB} \times \text{ND})}{365}$$

Where:

- APIA** is the amount of Approved Provider Interest owed to the Care Recipient;
- BIR** Base Interest Rate calculated on the first day of the refund period;
- RADB** is the balance of the Refundable Accommodation Deposit; and
- ND** is the number of days in the period beginning on the day after the day on which the refunding event occurred and ending on the day on which the Refundable Deposit Balance is refunded.

(b) Where a Refundable Accommodation Contribution is paid:

$$\text{APIA} = \frac{(\text{BIR} \times \text{RACB} \times \text{ND})}{365}$$

Where:

- APIA** is the amount of Approved Provider Interest owed to the Care Recipient;
- BIR** Base Interest Rate calculated on the first day of the refund period;
- RACB** is the balance of the Refundable Accommodation Contribution; and
- ND** is the number of days in the period beginning on the day after the day on which the refunding event occurred and ending on the day on which the Refundable Deposit Balance is refunded.

3.2 If we are late with repaying a Refundable Accommodation Deposit or Refundable Accommodation Contribution within the time indicated in clause 10.1, then the Approved Provider Interest and additional interest we will pay to you is worked out in accordance with the following formula:

(a) Where a Refundable Accommodation Deposit is paid:

$$\text{APIA} = \frac{(\text{BIR} \times \text{RADB} \times \text{ND})}{365} + \frac{(\text{MPIR} \times \text{RADB} \times \text{NDA})}{365}$$

Where:

- APIA** is the amount of Approved Provider Interest owed to the Care Recipient;
- BIR** Base Interest Rate calculated on the first day of the refund period;
- RADB** is the balance of the Refundable Accommodation Deposit;
- ND** is the number of days in the period set out in the Act on which the Approved Provider must refund the Refundable Deposit Balance;
- NDA** is the number of days after the time set out the Act on which the Approved Provider should have refunded the Refundable Deposit Balance; and

MPIR is the Maximum Permissible Interest Rate.

- (b) Where a Refundable Accommodation Contribution is paid:

$$\text{APIA} = \frac{(\text{BIR} \times \text{RACB} \times \text{ND})}{365} + \frac{(\text{MPIR} \times \text{RACB} \times \text{NDA})}{365}$$

Where:

APIA is the amount of Approved Provider Interest owed to the Care Recipient;

BIR Base Interest Rate calculated on the first day of the refund period;

RACB is the balance of the Refundable Accommodation Contribution;

ND is the number of days in the period set out in the Act on which the Approved Provider must refund Refundable Deposit Balance is refunded;

NDA is the number of days after the time set out in the Act on which the Approved Provider should have refunded the Refundable Deposit Balance; and

MPIR is the Maximum Permissible Interest Rate.

4 Refunding overpaid Accommodation Payment or Accommodation Contributions

- 4.1 If you have overpaid the Accommodation Payment or Accommodation Contribution and we have not refunded the overpaid amount to you within the time indicated in clause 10, the interest we will pay you is worked out in accordance with the following formula:

- (a) Where an Accommodation Payment is overpaid:

$$\text{OPI} = \frac{\text{MPIR} \times \text{OP} \times \text{ND}}{365}$$

Where:

OPI is the amount of interest owed on the overpaid Accommodation Payment;

MPIR is the Maximum Permissible Interest Rate;

ND is the number of days after the 28 days the Approved Provider should have refunded the overpaid Accommodation Payment; and

OP is the overpaid Accommodation Payment amount.

- (b) Where an Accommodation Contribution is overpaid:

$$\text{OPI} = \frac{\text{MPIR} \times \text{OC} \times \text{ND}}{365}$$

Where:

OPI is the amount of interest owed on the overpaid Accommodation Contribution;

MPIR is the Maximum Permissible Interest Rate;

ND is the number of days after the 28 days the Approved Provider should have refunded the overpaid Accommodation Contribution; and

OC is the overpaid Accommodation Contribution amount.

Schedule 2 – Special Conditions

Interpretation

- (a) These Special Conditions form part of the Agreement.
- (b) To the extent that these Special Conditions are inconsistent with the Standard Terms, the terms of these Special Conditions will prevail to the extent of any inconsistency.

Deferred commencement of Direct Debit

- (a) In accordance with clause 6.1(c) of the Agreement, you agree to pay all recurrent Fees and Charges by Direct Debit in advance in the frequency as set out in the Direct Debit Request and by the due date nominated by us (or in another manner as otherwise directed by us from time to time) and you must provide a duly executed Direct Debit Request before you enter the Service.
- (b) Despite the operation of clause 6.1(c) of the Agreement, if on or before the Entry Date we form the view that your financial position is such that the Government is likely to pay for all or some of your Fees and Charges we may (in our absolute discretion) agree to defer commencement of your Direct Debit until the earlier of:
 - (i) provision of an assessment from Centrelink; or
 - (ii) 6 weeks after the Entry Date.
- (c) If you fail to provide your completed Centrelink assessment to us within 6 weeks of the Entry Date, we will provide you with an invoice for your Fees and Charges and debit your account in accordance with clause 6.1(c) of the Agreement.
- (d) For the avoidance of doubt and in accordance with the provision of clause 6 of the Agreement, we confirm we will never charge you more than the Fees and Charges we are permitted to charge you in accordance with the Act.

Schedule 3 – Additional Services Package and other Additional Services

1 Terms and Conditions

- 1.1 You agree to purchase the Additional Services Package and any other Additional Services you may request on the following terms and conditions:
- (a) You agree to pay the Additional Services Package Fee and all Fees and Charges for any other Additional Services you request by direct debit, payable fortnightly in advance (or as otherwise directed by us from time to time). We will send you a statement/invoice each month for the Additional Services.
 - (b) Any equipment provided to your room as part of the Additional Services Package or other Additional Services must be kept in good repair and used in accordance with any instructions provided.
 - (c) You agree to meet the costs and expenses associated with the provision and installation of the equipment in your room, including any repair costs that arise as a result of improper use of the equipment by you.
 - (d) If phone rental services are included in the Additional Services Package they will be supplied in accordance with our agreement with our telecommunications company. In the event that our telecommunications company charges us for any excess or unreasonable use of telephone services by you, you agree to reimburse us for those charges. A copy of the agreement with our telecommunications company is available on request.
 - (e) If you fail to pay us for the Additional Services Package by the due date, we may cancel or suspend the provision of the Additional Services Package until all outstanding amounts are paid.
 - (f) The services provided in the Additional Services Package is subject to change from time to time and we cannot guarantee all services will always be available. You will be notified of any changes to the Additional Services Package at least 30 days prior to the change taking effect, unless the change is outside of our control, in which case we will let you know as soon as we become aware of the change.
 - (g) The price of the Additional Services Package and any other Additional Services may change. You will be notified of any changes to the cost of the Additional Services Package or the Additional Services at least 30 days prior to the price change taking effect, unless the price change is outside of our control (such as where the price is for the actual cost of goods or services supplied by a third party). If this occurs, we will let you know as soon as we become aware of the change.
 - (h) You must provide us with a minimum of 7 days written notice if you would like to discontinue receiving any other Additional Services.

2 Additional Services Package

The Additional Services Package Fee at the Entry Date is \$X per day.

The Additional Services Package at the Entry Date can include:

All Day Refreshments; Hot Breakfast Daily; Wi Fi; Technology Access; Smart TV; Spiritual and Reflection Retreat; Outdoor Living; Access to Day Trips; Access to Hairdresser Services; Security

3 Other Additional Services

The items listed in the Schedule below are examples only.

Service	Cost
[to be inserted]	[to be inserted]
[to be inserted]	[to be inserted]
[to be inserted]	[to be inserted]
[to be inserted]	[to be inserted]

Schedule 4 – Standard Terms

(a) Understanding and definitions

Accommodation Bond	Means a lump sum paid to us by a care recipient for entry into and accommodation within the Service before 1 July 2014.
Accommodation Contribution	Means an amount of money which may be paid or payable to us as a contribution by you for entry into and accommodation within the Service and is either a Refundable Accommodation Contribution or a Daily Accommodation Contribution.
Accommodation Payment	Means either a Refundable Deposit or a Daily Payment.
Accommodation Supplement	Means an amount (if any) paid to the Approved Provider by the Department as a contribution to the charges related to the Care Recipient's accommodation at the Service. The amount is determined by the Minister and is based on: (a) the income of the Care Recipient; (b) the value of the assets held by the Care Recipient; (c) the status of the building in which the residential care service is provided; and (d) any other matter specified in the Act.
Accreditation Standards	Means the Accreditation Standards set out in the <i>Quality of Care Principles 2014</i> (Cth).
Act	Means the <i>Aged Care Act 1997</i> (Cth) and the Aged Care Principles.
Additional Services	Means any additional services we may provide to you that you agree to purchase on the terms and conditions as set out in Schedule 3 to this Agreement.
Additional Services Package	Means the Additional Services Package set out in Schedule 3 to this Agreement provided to residents of the Service subject to the terms and conditions set out in this Agreement.
Additional Services Package Fee	Means the fortnightly fee set out in Schedule 3 payable for the Additional Services Package.
Agreement	Means this Agreement and includes the schedules to this Agreement.
Approved Provider	Means an entity that has been approved under the Act to provide Residential Care and for the purposes of this Agreement, the party named in the Important Information Schedule.
Approved Provider Interest	Means interest amounts prescribed by the Act that we must pay to you under the Act between the period that you leave

the Service and the time the Refundable Deposit Balance is refunded to you.

Base Interest Rate	Means the rate set by the Department in accordance with the <i>Fees and Payments Principles 2014 (No.2)</i> (Cth).
Care Recipient	Means you, the person to whom the Approved Provider is providing Residential Care.
Care Recipient's Representative	Means the person named in the Important Information Schedule, who must be: <ul style="list-style-type: none">(a) a person who holds an enduring power of attorney given by the Care Recipient; or(b) any person otherwise duly appointed according to law with the authority and capacity to bind the Care Recipient.
Certified	When used in relation to the Service means a residential care service that has received certification as a residential care service pursuant to Part 2.6 of the Act.
Charter of Residents Rights and Responsibilities	Means the rights and responsibilities set out in the <i>User Rights Principles 2014</i> (Cth) as amended under the Act from time to time as set out in Schedule 4(b).
Choice of Method of Accommodation Payment Form	Means the Choice of Method of Accommodation Payment Form contained in Schedule 5.
Classification of Care	Means the care and services we are required to provide you as determined by an appraisal undertaken by us pursuant to the <i>Classification Principles 2014</i> (Cth) and as set out in Schedule 4(d).
Classification Principles	Means the classification principles made pursuant to the Act to classify the level of care required to be provided to a resident.
Daily Accommodation Contribution	Means an amount of money which accrues daily and which may be paid or payable to us as a contribution by you for entry into and accommodation within the Service.
Daily Accommodation Payment	Means an amount of money which accrues daily and which may be paid or payable to us by you for entry into and accommodation within the Service.
Daily Payment	Means a Daily Accommodation Payment or a Daily Accommodation Contribution.
Department	Means the Commonwealth Department of Health.
Direct Debit Request	Means the Direct Debit Request provided to you by the Approved Provider on or before the Entry Date.
Dispute Resolution	Means the method for resolving disputes between a Care Recipient and the Service pursuant to clause 28.

DVA	Means the Department of Veterans Affairs.
Eligible Care Recipient	Means, a person: <ul style="list-style-type: none"> (a) who has not provided sufficient information to allow their Means Tested Amount to be worked out; (b) who is not exempt from being required to make an Accommodation Payment because the value of their Means Tested Amount assessed by Centrelink or DVA as at the Entry Date is equal to or greater than the Maximum Accommodation Supplement Amount for that day; (c) who is not exempt from being required to make an Accommodation Contribution because the value of their Means Tested Amount assessed by Centrelink or DVA at the Entry Date is less than the Maximum Accommodation Supplement amount; or (d) who is not exempt from being required to make an Accommodation Payment or Accommodation Contribution because of Financial Hardship.
Entry Contribution	Means a lump sum paid to us by a care recipient for entry into and accommodation within the Service before 1 October 1997.
Entry Date	Means the date that you commence receiving permanent Residential Care at the Service.
Extra Service Amount	Means the maximum additional daily fee that we may from time to time charge pursuant to the Act for providing Residential Care in the Service on an Extra Service basis.
Extra Service Place	Means a place included in our Residential Care service or a distinct part of our Service which has been given Extra Service status by the Department and requires payment of an Extra Service Amount.
Fees and Charges	Means all the fees and charges of any kind that we are entitled to charge you under this Agreement or under the Act.
Fully Supported Resident	Means a care recipient who has been assessed by Centrelink, DVA or the Department as a care recipient who is not required to pay an Accommodation Payment.
Financial Hardship	Means financial hardship as determined under the provisions of the Act.
GST	Means a tax, imposed or duty on goods, services or other things introduced by Commonwealth, State or Territory.
GST Act	Means <i>A New Tax System (Goods & Services Tax) Act 1999 (Cth)</i> as amended.
Guarantee	Means the Guarantee and Indemnity forming part of this

Agreement in clause 30.

Guarantor	Means the person or persons named in the Important Information Schedule.
Important Information Schedule	Means the important information schedule set out in the beginning of this Agreement.
Interim Care Fee	Means the interim care fee set out in the Important Information Schedule, if any.
Material Breach	Means a persistent and serious breach of a Material Term of this Agreement and any other fundamental breach that goes to the very essence of this Agreement and which the Resident has failed to remedy despite having been given reasonable opportunity by the Approved provider to do so.
Material Terms	Material Terms of this Agreement include: <ul style="list-style-type: none">(a) clause 2.6 and 6 regarding payment of Fees and Charges; and(b) clauses 4.1(c), 4.1(d), 4.1(e) and 4.1(f) regarding behaviour.
Advertised Maximum Accommodation Price	Means the maximum price we can charge you for a room (or part of a room) that is published on our website, the My Aged Care's website or in any written materials given to you by us on the Price Agreement Day.
Maximum Accommodation Supplement Amount	Means the highest amount determined by the Minister for a day as the amount of accommodation supplement payable for the Service for that day.
Maximum Permissible Interest Rate	Means the rate set by the Department in accordance with the <i>Fees and Payments Principles 2014 (No.2)</i> (Cth).
Means Tested Amount	Means the amount worked out for you by Centrelink or, DVA that is used to calculate how much you will contribute towards the costs of your care and accommodation.
Means Tested Care Fee	Means the amount you may be required to contribute to the cost of your care as set out in the Important Information Schedule or, such other amount as may be determined pursuant to the Act from time to time.
Minimum Permissible Asset Amount	Means the asset level the Department from time to time sets so that when an Accommodation Payment is assessed in terms of the Act, it is based on the net value of your assets in excess of the minimum permissible asset amount that applies on the date you enter care.
Minister	Means the Federal Minister responsible for aged care.
Pre Entry Leave	Means a period of leave of no more than 7 days before you commence receiving permanent Residential Care at the Services as set out in the Important Information Schedule.

Price Agreement Day	Means the Entry Date or if the Care Recipient moves rooms in accordance with clause 12, the date specified in clause 12 as being the new Price Agreement Day.
Prudential Standards	Means the prudential requirements contained in the <i>Fees and Payments Principles 2014 (No. 2)</i> (Cth) including the Disclosure Standard, the Governance Standard, the Liquidity Standard and the Records Standard.
Quality of Care Principles	Means the principles made pursuant to the Act with regard to the quality of the care required to be provided to a resident.
Refundable Accommodation Contribution	Means an amount of money that does not accrue daily which may be paid or payable to us as a contribution by you for entry into and accommodation within the Service
Refundable Accommodation Deposit	Means an amount of money that does not accrue daily which may be paid or payable to us by you for entry into and accommodation within the Service.
Refundable Deposit	Means a Refundable Accommodation Deposit or a Refundable Accommodation Contribution.
Refundable Deposit Balance	Means in relation to a Refundable Deposit or Refundable Accommodation Contribution (other than a Refundable Deposit that is to be paid by Daily Payments), an amount calculated as follows: <ul style="list-style-type: none"> (a) the amount of the Refundable Deposit or Refundable Accommodation Contribution; plus (b) the amount of Approved Provider Interest; less (c) the total of all of the following: <ul style="list-style-type: none"> (i) amounts owed to us by you under this Agreement; and (ii) interest owing by you to us.
Representative	Means the Care Recipient's Representative.
Resident Agreement	Means this Agreement and includes the schedules to this Agreement.
Residential Care	Means personal care or nursing care, or both personal care and nursing care given by us to you.
Resident Handbook	Means the booklet giving general information about the Service and which may include the Rules and Regulations.
Room	Means the room (or part of a room) that you occupy on the Entry Date as set out in the Important Information Schedule.
Rules and Regulations	Means those rules and regulations made by us from time to time for the smooth running of the Service and which outline your responsibilities as a resident in the Service and

may be in the Resident Handbook which you will receive before or on the Entry Date or outlined in Schedule 4(c).

Where the Rules and Regulations are consistent with this Agreement they will be binding as if part of this Agreement.

Schedule of Specified Care and Services	Means the care and services set out in schedule one of the <i>Quality of Care Principles 2014</i> (Cth), as may be varied from time to time, but as at the Entry Date as set out in Schedule 4(d) of this Agreement.
Service	Means the residential aged care Service named in the Important Information Schedule.
Standard Resident Contribution	Means the Standard Resident Contribution payable by you to us as set out in the Important Information Schedule or, such other amount as may be determined pursuant to the Act from time to time.
Temporary Leave	Means temporary absence from the Service for any reason other than absence for hospitalisation and not including up to 7 days Pre Entry Leave.
User Rights Principles	Means the principles made pursuant to the Act detailing our responsibilities to you in providing Residential Care.
we, us, our	Means the Approved Provider set out in the Important Information Schedule and its successors and assigns.
you, your	Means the Care Recipient set out in the Important Information Schedule and where applicable, includes the Care Recipient Representative.

Interpretation

In this Agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this Agreement and do not form part of the clause;
- (b) the singular includes the plural and vice versa and words importing a gender includes other genders;
- (c) words used in this Agreement and defined in the dictionary will have the meaning set out in the dictionary. Other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph or schedule is a reference to a clause or paragraph of or schedule to this Agreement and a reference to this Agreement includes any schedules and annexures attached to this Agreement;
- (e) a reference to '\$', '\$A', 'dollar' or 'A\$' is a reference to Australian currency;
- (f) a reference to a specific time for the performance of an obligation is a reference to that time in the state, territory or other place where that obligation is to be performed;
- (g) a reference to a right includes a benefit, remedy, authority, discretion and power;

- (h) a reference to a party includes its executors, administrators, successors and permitted assigns and if more than one, includes those persons jointly and each of them severally, their respective executors administrators and assigns;
- (i) words and expressions importing natural persons include partnerships, bodies corporate, associations (whether incorporated or not), firms, joint ventures, trusts, authorities, governments and governmental, semi-governmental and local authorities and agencies;
- (j) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable, and includes a reference to an enactment, amendment or consolidated statute and any enactment substituted for the enactment and all legislation and statutory instruments issued under, such legislation or provision;
- (k) words and expressions defined in the *Corporations Act 2001* (Cth) as at the date of this Agreement have the meanings given to them in the *Corporations Act 2001* (Cth) at that date;
- (l) words and expressions defined in the Act, if not already defined in this Agreement have the meanings given to them in the Act;
- (m) each clause in this Agreement is not, except where expressly provided, limited in meaning or effect by any other clause in this Agreement;
- (n) any agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty entered into by a party for or with another person binds them jointly and severally and an agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty in favour of a party for or with another person is for the benefit of them jointly and severally. A release given to the other person shall not release the party from any other obligation. The granting of time or another indulgence to another person will not release the party of its obligations under this Agreement;
- (o) if the day on which:
 - (i) anything, other than a payment, is to be done is not a business day, that thing shall be done on the preceding business day;
 - (ii) a payment is to be made is not a business day it shall be made on the next business day but if the next business day falls in the next calendar month it shall be made on the preceding business day; and
 - (iii) if an act, other than a payment or the giving of a communication, is required to be done on a particular day and the act is done after 5pm on that day, it will be deemed to have been done on the following day;
- (p) time is of the essence in the performance of this Agreement.

(b) Charter of Residents Rights and Responsibilities

1. Care recipients rights—residential care

Each care recipient has the following rights:

- (a) to full and effective use of his or her personal, civil, legal and consumer rights;
- (b) to quality care appropriate to his or her needs;
- (c) to full information about his or her own state of health and about available treatments;
- (d) to be treated with dignity and respect, and to live without exploitation, abuse or neglect;
- (e) to live without discrimination or victimisation, and without being obliged to feel grateful to those providing his or her care and accommodation;
- (f) to personal privacy;
- (g) to live in a safe, secure and homelike environment, and to move freely both within and outside the residential care service without undue restriction;
- (h) to be treated and accepted as an individual, and to have his or her individual preferences taken into account and treated with respect;
- (i) to continue his or her cultural and religious practices, and to keep the language of his or her choice, without discrimination;
- (j) to select and maintain social and personal relationships with anyone else without fear, criticism or restriction;
- (k) to freedom of speech;
- (l) to maintain his or her personal independence;
- (m) to accept personal responsibility for his or her own actions and choices, even though these may involve an element of risk, because the care recipient has the right to accept the risk and not to have the risk used as a ground for preventing or restricting his or her actions and choices;
- (n) to maintain control over, and to continue making decisions about, the personal aspects of his or her daily life, financial affairs and possessions;
- (o) to be involved in the activities, associations and friendships of his or her choice, both within and outside the residential care service;
- (p) to have access to services and activities available generally in the community;
- (q) to be consulted on, and to choose to have input into, decisions about the living arrangements of the residential care service;
- (r) to have access to information about his or her rights, care, accommodation and any other information that relates to the care recipient personally;
- (s) to complain and to take action to resolve disputes;
- (t) to have access to advocates and other avenues of redress; and
- (u) 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. Care recipients responsibilities—residential care

Each care recipient has the following responsibilities:

- (a) 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;
- (b) to respect the rights of staff to work in an environment free from harassment;

- (c) to care for his or her own health and well-being, as far as he or she is capable; and
- (d) to inform his or her medical practitioner, as far as he or she is able, about his or her relevant medical history and current state of health.

(c) Rules and Regulations

1. Overview

- (a) We have set out the below the Rules and Regulations made to ensure the smooth running of the Service and which outline your responsibilities as a resident. Further requirements are contained in the Agreement and Resident Handbook.
- (b) A persistent and serious breach of the residents responsibilities section of the Charter of Residents Rights and Responsibilities or of these Rules and Regulations and the Resident Handbook may amount to grounds for termination by us under the Agreement.

2. Conduct and behaviour

- (a) To the extent within their control, residents will always treat other residents and our staff with respect. Residents will not engage in any behaviour within their control that causes serious distress, or limits the quiet enjoyment of life by other residents in the Service or of our staff.
- (b) Residents will be asked to cease any behaviour that impinges on the health and safety of other residents, staff or visitors.
- (c) Excessive and repeated use of alcoholic beverages leading to unacceptable behaviour may jeopardise your continued residence in the Service.

3. Smoking

- (a) Our Service is a non-smoking Service and smoking is not permitted within any building of the Service. We may elect to maintain a designated smoking area in the grounds of the Service, provided always that any such election will be at our sole discretion and upon such conditions we may choose to impose.
- (b) The prohibition against smoking within the buildings of the Service applies to you, your relatives, your friends and any other visitors or persons you invite into the Service.

4. Rooms and Buildings

- (a) Prior approval is required for fixtures or fittings you would like in your room such as installation of ceiling or wall-mounted fans, air-conditioning or built-in cupboards.
- (b) Once these items are installed, they will become our property and must remain at the Service if you leave unless we agree otherwise. We may, in our absolute discretion, allow you to take an item installed at your request, subject to any terms and conditions we require, including any obligation to reinstate the room to its previous condition.

5. Entry into Rooms

- (a) Rights to privacy and times when we may enter your room are set out in the Agreement (namely, when we need to provide care or services to you or for an emergency).
- (b) You agree to allow the Service manager or any other person authorised by the manager at any reasonable time to:
 - (i) inspect any part of your room; or
 - (ii) enter the room to carry out any necessary repairs to the premises, fixtures and fittings.
- (c) We will let you know that we wish to enter the room for these reasons.

6. Damage to property

- (a) If you break or damage any property or item belonging to us or another resident (whether located in the rooms or the Service), you may be required to make good the cost of such damage. However, you will not be required to pay for damage caused by normal wear and tear.

7. Safety

- (a) Fire doors must be allowed to function in accordance with their design. Residents are asked to cooperate and participate fully in any fire drills or safety education programs.
- (b) Residents should not create any hazards that would or are likely to cause injury, and should report any such hazards to us. Prior approval is required for the use of any heating or cooking device.

8. Visitors

- (a) Relatives, friends, Community Visitors and representatives of an Advocacy Service are welcome to visit residents at any reasonable hour. We may ask your visitors to leave if they engage in any behaviour that impinges on the health and safety of other residents, staff or visitors, or other residents' quiet enjoyment of the Service.

9. Use of Motorised Wheelchairs, Scooters, Gophers

- (a) Because of the potential danger to residents and property associated with the use of motorised wheelchairs, scooters and gophers, our written permission is required before you use such motorised aids or have them brought onto the site of the Service.
- (b) In providing or withholding permission, we will take into account, among other things, your capabilities in handling the unit, your health, the location of your room, the health and condition of neighbouring residents and the number of units the Service can safely accommodate.
- (c) Any permission granted will be subject to specific conditions detailing the areas in which the units can be used, storage, insurance, responsibility for repairs and maintenance and maximum speed of operation. You must comply with these conditions at all times.
- (d) If there are changes in any of the factors we considered when granting permission, and these changes increase the likelihood of injury to residents, staff or visitors or increase the likelihood of damage to property, we may, after consultation with your and/or your representative, alter the conditions of the permission or withdraw the permission and require that the unit be removed from the site.

10. Medical Arrangements

- (a) Residents have the choice of nominating their own doctor and allied health professionals. Prior to entry, the Service manager must be advised of your chosen doctor so that a visit can be arranged for an appropriate time on or after the day of entry.
- (b) Your doctor or their locum service needs to be available 24 hours per day. Alternatively, we can provide you with a list of local doctors for you to contact to arrange care.
- (c) You are encouraged to request any doctor or allied health professional visiting you in the Service to advise the staff of any change in medication or treatment ordered on your behalf, and to keep staff updated regarding your medication/treatment needs. Residents are also asked to advise the Service staff if any such change has been ordered by their medical advisers.
- (d) If you are unable to or choose not to administer your own medication, you authorise us to arrange for a registered nurse or other competent staff member to administer the medications prescribed by your medical adviser, in accordance with any relevant laws.

- (e) An emergency call system is installed throughout the Service. When a resident activates the system, the call will be monitored by a staff member. Residents are asked to use this call system appropriately when there is an emergency, taking into account their own needs and the workload of the staff as well as the urgency of the situation.

11. Absence

- (a) At all times when leaving the premises you must register your absence in accordance with the system used by the Service and indicate your intended time of return. Staff will be able to assist residents who are unable to register their absence themselves. This is a requirement of the State Fire Services, intended for the safety of residents. It is also helpful for Service staff when visitors call.

12. Use of bed poles or bed sticks

- (a) Care Recipients are not permitted to use bed poles or bed sticks. If you have used a bed pole or a bed stick before you enter the Service we will assess your care needs and if necessary fit you with an alternative bed transfer aid. You will not be permitted to bring or use a bed pole or bed stick in our Service.

(d) Specified care and services

Part 1 Hotel services — to be provided for all residents who need them

Hotel services—to be provided for all care recipients who need them		
Item	Column 1 Service	Column 2 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; (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.

Part 2 Care and services — to be provided for all residents who need them

Care and services—to be provided for all care recipients who need them		
Item	Column 1 Care or service	Column 2 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; (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.
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

Care and services—to be provided for all care recipients who need them		
Item	Column 1 Care or service	Column 2 Content
		activities of the residential care service.

Part 3 Care and services — to be provided for all residents who need them – fees may apply

Care and services—to be provided for all care recipients who need them		
Item	Column 1 Care or service	Column 2 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.
3.4	Goods to assist care recipients to move themselves	Crutches, quadruped walkers, walking frames, walking sticks, and wheelchairs. Excludes motorised wheelchairs and custom made aids.
3.5	Goods to assist staff to move care recipients	Mechanical devices for lifting care recipients, stretchers, and trolleys.
3.6	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.
3.8	Nursing services	<p>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.</p> <p>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.</p> <p>Services may include, but are not limited to, the following:</p> <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 infectious conditions; (h) special feeding for care recipients with dysphagia (difficulty with swallowing); (i) suctioning of airways; (j) tracheostomy care; (k) enema administration; (l) oxygen therapy requiring ongoing supervision because of a care recipient's variable need; (m) dialysis treatment.

Care and services—to be provided for all care recipients who need them		
Item	Column 1 Care or service	Column 2 Content
3.11	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;</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>

(e) Complaints and Dispute Resolution

If you feel you have cause for complaint you should first raise it with the Service's management. If there is a dispute which cannot be resolved locally or regionally, the dispute may be referred by the Care Recipient or management to:

[Repeat Service details contained in important information schedule]

Complaints may also be referred to a number of external services as set out below.

Aged Care Complaints Commissioner

The Aged Care Complaints Commissioner receives complaints about aged care services under the Act. Complaints can be made:

- (i) Online: <https://www.agedcarecomplaints.gov.au/raising-a-complaint/lodge-a-complaint/online-complaints-forms/>.
- (ii) By phone on 1800 550 552.
- (iii) Or if you need an interpreter you can phone the Translating and Interpretation Service on 131 450 and ask them to put you through to the Aged Care Complaints Commissioner on 1800 500 552.
- (iv) For hearing or speech impaired TTY users phone 1800 555 677 then ask for 1800 550 552.
- (v) For speak and listen users phone 1800 555 727 then ask for 1800 550 552.
- (vi) For Internet relay users connect to <https://internet-relay.nrscall.gov.au/>.
- (vii) In writing to:

Aged Care Complaints Commissioner
GPO Box 9848
BRISBANE QLD 4001

Aged Care Advocacy

Alternatively, you may seek assistance in resolving the dispute or complaint from an independent advocacy service such as:

- (i) Queensland - The Queensland Aged & Disability Advocacy Inc. - phone 1800 818 338.
- (ii) New South Wales – The Aged Care Rights Service - phone 1800 424 079.
- (iii) ACT - ACT Disability, Aged and Carer Advocacy Service -phone (02) 6242 5060.
- (iv) Northern Territory - Aged Care Advocacy Service – phone 1800 354 550.
- (v) South Australia - Aged Rights Advocacy Service Inc. – phone 1800 700 600.
- (vi) Tasmania - Advocacy Tasmanian Inc. – phone 1800 005 131.
- (vii) Victoria - Residential Care Rights – phone 1800 133 312.
- (viii) Western Australia – AdvoCare – phone 1800 655 566.

My Aged Care

The My Aged Care information line and website was set up in 2013. It provides information and takes calls from people who had any queries about the aged care reforms that the Government introduced at that time. Since then, it has expanded its services to provide basic assistance with queries about all matters related to the provision of residential or aged care services.

Phone: 1800 200 422

In any discussions or communications of the dispute or complaint resolution process, you may be assisted and/or represented by a nominated Representative or other person(s) selected by yourself.

Information and resources about dementia care and management of severe behavioural and psychological symptoms are found on www.health.gov.au/dementia.

Information about supplements can be provided by the Department of Health by phoning 1800 195 206.

Schedule 5 – Choice of Accommodation Payment Method Form

You can choose to pay the Accommodation Payment or Accommodation Contribution for your accommodation at the Service by one of the following methods:

1. Daily Payments;
2. a Refundable Deposit;
3. a Refundable Deposit with automatic deductions for the Additional Services Package Fees and Fees for any other Additional Services you may request from time to time from the Refundable Deposit as and when these Fees become due and payable;
4. a combination of a Refundable Deposit and Daily Payments;
5. a combination of a Refundable Deposit and Daily Payments with Draw Downs; or
6. a combination of a Refundable Deposit and Daily Payments with Draw Downs and automatic deductions for the Additional Services Package Fees and Fees for any other Additional Services you may request from time to time from the Refundable Deposit as and when these Fees become due and payable.

You must make a choice about how you want to pay for your Room within 28 days after the Entry Date.

If you choose to pay a Refundable Deposit then you do not have to pay the full Refundable Deposit amount before 6 months from the Entry Date.

Acknowledgment by you (or your Representative)

I acknowledge that:

- (a) I understand the nature and effect of making a choice about how I wish to pay for my Room.
- (b) I have made this choice freely and voluntarily and without any influence from the Approved Provider.
- (c) I do not have to make this choice before the Entry Date.
- (d) After payment of the Refundable Deposit I will at the Entry Date retain assets of at least the Minimum Permissible Asset Amount specified by the Act.

Choice of payment

I confirm that I wish to pay my Accommodation Payment or Accommodation Contribution as follows:

Options		Select One	Refundable Deposit	Daily Payment
Option 1 –	Refundable Deposit	<input type="checkbox"/>	\$	N/A
Option 2 –	Daily Payments	<input type="checkbox"/>	N/A	\$ per day
Option 3 –	Refundable Deposit with automatic deductions of the Additional Services Package Fee and Fees for any other Additional Services requested as and when these Fees become due and payable.	<input type="checkbox"/>	\$	N/A
Option 4 –	Combination of Refundable Deposit and Daily Payment	<input type="checkbox"/>	\$	\$ per day

Option 5 –	Combination of Refundable Deposit and Daily Payment with Draw Downs	<input type="checkbox"/>	\$	\$ per day
Option 6 -	Combination of Refundable Deposit and Daily Payment with Draw Downs and automatic deductions of the Additional Services Package Fee and Fees for any other Additional Services requested as and when these Fees become due and payable.	<input type="checkbox"/>	\$	\$ per day

Signed by the Care Recipient or Care Recipient’s Representative:

Signed:

Name:

Date:.....

Important information for you

It is strongly recommended that all persons signing this Agreement obtain independent legal and financial advice. This Agreement is a legally binding document.

Acknowledgment by the Care Recipient or Care Recipient's Representative

I acknowledge that:

1. I have been advised to seek and obtain independent legal and financial advice on the nature and effect of the Agreement before signing it and I have had the opportunity to do so.
2. I have:
 - (a) obtained independent legal and financial advice*; or
 - (b) chosen not to take independent legal and financial advice*,on the nature and effect of the Resident Agreement and indemnity contained in the Resident Agreement.

** Delete whichever is not applicable.*
3. I have read and understand the nature and effect of the Resident Agreement.
4. I have executed the Resident Agreement freely and voluntarily and without any influence from the Approved Provider.
5. I understand that I must be left at the Entry Date with the Minimum Permissible Asset Amount specified by the Act after paying any Refundable Deposit and I warrant to you that I have sufficient assets to be left with assets of at least that value after payment of the Refundable Deposit.
6. I warrant that I have income and assets sufficient to meet my financial obligations to the Service as outlined in this Agreement.
7. I acknowledge that a copy of the current Rules and Regulations and Resident Handbook have been provided to me, which may be amended from time to time, at which time I will be given a written copy of those changes.
8. I acknowledge that before I entered the Service that I agreed with the Approved Provider that the Advertised Maximum Accommodation Price that would be payable is as set out in the Important Information Schedule.
9. I understand that I have the right to withdraw from this Agreement for any reason within the first 14 days of signing by providing the Approved Provider with written notice in accordance with clause 5 of this Agreement. If I choose to withdraw from the Agreement, the Agreement becomes void and is of no further effect except that I will be liable for the Fees and Charges incurred for the time I was in the Service.
10. If I am signing this as the Care Recipient's Representative, I am duly appointed according to law with the authority and capacity to bind the Care Recipient.

Signed by the Care Recipient or Care Recipient's Representative:

Signed:

Name:

Date:.....