**Pyramid Residential Care Centre**

AND

**Sample Document**



# PERMANENT ACCOMMODATION AND SERVICE AGREEMENT

**Residential Care Home:** Pyramid Residential Care Centre

# Accommodation and Service Agreement

We offer Residential Care and Accommodation under the Aged Care Act in a manner that:

- Seeks to enhance your quality of life, through maintaining autonomy and dignity.
- Ensures you are supported to make decisions concerning the care and support you receive.
- Acknowledges our legal responsibilities under the Aged Care Act and other relevant laws.

This Agreement sets out the terms and conditions regulating the relationship between you and us and if applicable, your Guarantor.

This document is made up of several parts. Together they form a legally binding agreement.

We may provide you with other documents under this Agreement that concern how this Agreement is applied, including those referred to in this Agreement.








Issued: May 2026

# Agreement Details

| Your Details | | |
|---|---|---|
| Full Name (You/Resident) | | |
| Date of Birth | | |
| Current Address | | |
| Billing Address | | |
| Email Address | | |
| Authorised Representative(s) (if any) eg under a duly appointed power of attorney, guardian, administrator, financial manager | Type of authority | |
| | Full Name | |
| | Address | |
| | Phone Number | |
| | Email Address | |
| | Type of authority | |
| | Full Name | |
| | Address | |
| | Phone Number | |
| | Email Address | |
| Supporter(s) (if any) (as registered with the System Governor) | Full Name | |
| | Nominated Information Recipient | ☐ No<br>☐ Yes, meaning you consent to this Supporter receiving information about you in connection with this Agreement. |
| | Address | |
| | Phone Number | |
| | Email Address | |
| | Full Name | |
| | Nominated Information Recipient | ☐ No<br>☐ Yes, meaning you consent to this Supporter receiving information about you in connection with this Agreement. |
| | Address | |
| | Phone Number | |
| | Email Address | |

| **Our Details – Residential Care Home and Registered Provider** | | |
|---|---|---|
| Name of Residential Care Home | | |
| Address | | |
| Registered Provider (We/Us) | Name | |
| | Contact Details | |
| | ACN/ABN | |

| **Occupancy** | | | | | | |
|---|---|---|---|---|---|---|
| Room | Room | | Bed | | Wing | |
| | Room Description | | | | | |
| | Room Services | | | | | |
| Start Day | This Agreement will be reviewed with you at least once every 12 months after this day, being by | | | | | |
| Period of Pre-entry Leave (if any) | From | | To | | | |
| | | | | | | |

| **Access Approval** | |
|---|---|
| Aged Care Needs Assessment | Access Approval: Attached – see Part M.<br>You must have an Access Approval from the System Governor to access funded aged care services. If you don't have an Access Approval or your Access Approval ends you may need to leave the Residential Care Home or self-fund your costs (see clause B2(2)). |

| **Financial Assessment** | |
|---|---|
| Means Tested Assessment (if known) | **Means Not Disclosed Status**: ☐ No ☐ Yes<br>This is either determined for you by the Government or something you choose by notifying the Government that you won't provide financial information to allow a means assessment. You must provide us with any information we reasonably require to verify your status.<br>**Means Tested Assessment**: ☐ Completed ☐ Pending<br>Unless you choose to have Means Not Disclosed Status, your means are assessed by Services Australia/DVA in accordance with the Aged Care Act and is based on your income |

| **Financial Assessment** | |
|---|---|
| | and assets. Unless and until you have a Means Tested Assessment or Means Not Disclosed Status then:<br>• we may require you to complete an estimate of the amounts you must pay; and<br>• you will be required to pay the Published Accommodation Payment Amount for your Room by way of Daily Payments.<br>Your Means Tested Assessment may change. If your Means Tested Assessment is pending or you have Means Not Disclosed Status, you will have to pay the maximum Resident Contribution the Act allow, or if we agree, an estimated amount (see clause C10) |

| **Your Fees** | | |
|---|---|---|
| **Accommodation Cost** | | |
| Published Accommodation Payment Amount | | |
| Agreed Accommodation Payment Amount | | |
| Accommodation Cost | **Type of Fee** (see clause C1)<br>The type of Accommodation Cost you must pay depends on your Means Tested Assessment (being the Daily Means Tested Amount). As at the date of preparing this Agreement, we have assessed that you are eligible to pay the following type of Accommodation Cost:<br>☐ **Accommodation Payment**<br>☐ **Accommodation Contribution** (Low Means Resident)<br>☐ **Not Applicable** (Low Means Resident) (If this is incorrect you may need to make additional payments) | **How You Pay** (see clause C4)<br>Subject to your Means Tested Assessment status, you can choose to pay your Accommodation Cost by way of a Refundable Deposit, a Daily Payment or a combination of both. If no choice is made or you don't have a Means Tested Assessment or Means Not Disclosed Status, you must pay by way of Daily Payments.<br>☐ **Refundable Deposit** (**RAD** or **RAC**)<br>The total amount payable if you select this option will be:<br>(this must not be paid before the Start Day)<br>☐ **Daily Payments** (**DAPs** or **DACs**)<br>The daily amount payable if you select or are taken to have selected this option will be:<br>(subject to any adjustments under this Agreement)<br>☐ **Combination** Amount to be paid as a Refundable Deposit:<br>Amount to be paid as Daily Payments<br>Daily Payment amount:<br>**per day** |
| Indexation on Daily Payments | Daily Payments are subject to indexation in accordance with the Aged Care Act. | |
| Retention Amount | We will deduct permitted Retention Amounts from any Refundable Deposit you pay. As at the date of preparing this Agreement the applicable rate of retention is 2% per annum for up to five years. | |

| Your Fees | |
|---|---|
| **Resident Contribution** | |
| In addition to your Accommodation Cost, you must pay a Resident Contribution (which takes into account if you were approved for a home care package on or before 12 September 2024).<br>If you do not have a Services Australia/DVA assessment, you must pay an estimated amount (if we agree to this) or the maximum amount permitted under the Aged Care Act until we receive your assessment, at which time we will make an appropriate adjustment. | |
| Basic Daily Fee | |
| *plus* Compensation Payment Fee (if any) | |
| *plus* Hotelling Contribution (if applicable/any) | |
| *plus* Non-clinical Care Contribution or Means Tested Care Fee (as applicable, if any) | |
| *minus* Hardship Supplement (if applicable) | |
| **Total Resident Contribution** | Starting daily amount will be: per day |

| Fee Summary | |
|---|---|
| Refundable Deposit (if applicable) | |
| Daily Payment (if applicable) | |
| Resident Contribution | per day |
| **Total Daily Amount** | **per day** |
| Payment Cycle | Payments must be made<br><br>If you enter part way through a Payment Cycle we will make any necessary adjustment based on you paying partly in arrears and in advance. |

| Amounts you are to Pay on Entry | |
|---|---|
| On the Start Day, you must pay the following amounts: | |
| Accommodation Cost (if applicable) | |
| Resident Contribution | |
| **Total amount due on Start Day** | |

| Other Possible Fees |
|---|
| If you request services offered by others while you are at the Residential Care Home, such as medical, pharmacy, allied health and wellness services, you will be responsible for the relevant costs or fees. You will also need to pay for any Higher Everyday Living Services you purchase under a Higher Everyday Living Agreement. |

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

| Relevant Policies and Protocols |
|---|
| We will provide you with information about policies and protocols that are relevant to your occupation of the Residential Care Home, which as at the date of preparing this Agreement includes the policies or protocols listed in Part G. We may update them and/or provide you with information about other policies, including in response to changes we make to the way we provide services from the Residential Care Home having regard to our obligations under the Aged Care Act and other relevant laws. |

| Extra Conditions | |
|---|---|
| Extra Conditions (if applicable) | ☐ No ☐ Yes If yes, see Part J. |

| Date of this Agreement |
|---|
| |

# Signing Page

| **Failure to sign this Agreement** |
|---|
| This Agreement will apply, as if you had signed it, if:<br>• this Agreement is deemed to apply under the Aged Care Act;<br>• you choose to enter the Residential Care Home to receive Residential Care and Accommodation; or<br>• you are otherwise deemed to have accepted the terms of this Agreement. |

| **Opportunity to have someone assist you consider and negotiate this Agreement** |
|---|
| You acknowledge that:<br>• we have given you the opportunity to have someone present during the development and negotiation of this Agreement, such as a Supporter, family member, carer or advocate; and<br>• this Agreement has been developed with your and their input (if applicable). |

| **Right to withdraw from this Agreement** |
|---|
| You can withdraw from this Agreement, either:<br>• before the Start Day, within 14 days of entering into this Agreement; or<br>• after the Start Day, within 28 days of entering into this Agreement,<br>by notifying us that you want to withdraw. If you choose to withdraw within that time, this Agreement has no effect, however you must still pay us for any fees and charges payable under this Agreement for the time you have stayed at the Residential Care Home. We will refund any other amounts you have paid to us under this Agreement.<br>You can also terminate this Agreement at any time in accordance with clause D13.<br>You have a right to security of tenure which means we can only end this Agreement if there is a permitted reason and we comply with our obligations under the Aged Care Act. |

| **Higher Everyday Living Services** |
|---|
| On or after the Start Day you can choose whether you enter into a Higher Everyday Living Agreement with us to receive and pay for Higher Everyday Living Services. You acknowledge that, prior to the Start Day:<br>• we have not asked you to pay a Higher Everyday Living Services Fee for a service; and<br>• we have not offered to enter into a Higher Everyday Living Agreement with you. |

| **Opportunity to receive information and obtain independent advice** |
|---|
| You are entitled to make informed decisions. You acknowledge that:<br>• you have had a reasonable opportunity to have this Agreement explained to you;<br>• you have been able to ask questions about this Agreement and the basis upon which Services will be provided;<br>• we have informed you in writing of the room prices in the Residential Aged Care Home, expressed as a Refundable Deposit and Daily Payments;<br>• you have been able to request information from us as is reasonably necessary to assist you to decide whether to enter into this Agreement and the Residential Care Home; and<br>• you have been able to obtain independent advice (including legal and financial advice) in relation to this Agreement; and<br>• you are satisfied with all elements of the manner in which Residential Care will be provided. |

Please sign below to indicate your willingness to enter the Residential Care Home in accordance with this Agreement.

Signed by the **Consumer** or their **authorised representative**:

*Signature:*

*Print full name:*

*Date:*

in the presence of:

*Witness signature:*

*Print full name:*

*Date:*

Signed by the **Consumer's authorised representative**:

*Signature:*

*Print full name:*

*Representative's authority:*

*Date:*

in the presence of:

*Witness signature:*

*Print full name:*

*Date:*

**And**

Signed by the **Consumer's authorised representative**:

*Signature:*

*Print full name:*

*Representative's authority:*

*Date:*

in the presence of:

*Witness signature:*

*Print full name:*

Signed by an **authorised officer** of the **Registered Provider:**

*Signature:*

*Print full name:*

*Position:*

*Date:*

in the presence of:

*Witness signature:*

*Print full name:*

*Date:*

*Date:*

**And**

Signed by the **Consumer's authorised representative**:

*Signature:*

*Print full name:*

*Representative's authority:*

*Date:*

in the presence of:

*Witness signature:*

*Print full name:*

*Date:*

# Part A: Statement of Rights

## A1 Independence, autonomy, empowerment and freedom of choice

(1) An individual has a right to:

(a) exercise choice and make decisions that affect the individual's life, including in relation to the following:

(i) the funded aged care services the individual has been approved to access;

(ii) how, when and by whom those services are delivered to the individual; and

(iii) the individual's financial affairs and personal possessions; and

(b) be supported (if necessary) to make those decisions and have those decisions respected; and

(c) take personal risks, including in pursuit of the individual's quality of life, social participation and intimate and sexual relationships.

## A2 Equitable access

(1) An individual has a right to equitable access to:

(a) have the individual's need for funded aged care services assessed, or reassessed, in a manner which is:

(i) culturally safe, culturally appropriate, trauma-aware and healing-informed; and

(ii) accessible and suitable for individual's living with dementia or other cognitive impairment; and

(b) palliative care and end-of-life care when required.

## A3 Quality and safe funded aged care services

(1) An individual has a right to:

(a) be treated with dignity and respect;

(b) safe, fair, equitable and non-discriminatory treatment;

(c) have the individual's identity, culture, spirituality and diversity valued and supported; and

(d) funded aged care services being delivered to the individual:

(i) in a way that is culturally safe, culturally appropriate, trauma-aware and healing-informed;

(ii) in an accessible manner; and

(iii) by aged care workers of registered providers who have appropriate qualifications, skills and experience.

(2) An individual has a right to:

(a) be free from all forms of violence, degrading or inhumane treatment, exploitation, neglect, coercion, abuse or sexual misconduct; and

(b) have quality and safe funded aged care services delivered consistently with the requirements imposed on registered providers under this Act.

## A4 Respect for privacy and information

(1) An individual has a right to have the individual's:

(a) personal privacy respected; and

(b) personal information protected.

(2) An individual has a right to seek, and be provided with, records and information about the individual's rights under this section and the funded aged care services the individual accesses, including the costs of those services.

## A5 Person-centred communication and ability to raise issues without reprisal

(1) An individual has a right to:

(a) be informed, in a way the individual understands, about the funded aged care services the individual accesses; and

(b) express opinions about the funded aged care services the individual accesses and be heard.

(2) An individual has a right to communicate in the individual's preferred language or method of communication, with access to interpreters and communication aids as required.

(3) An individual has a right to:

(a) open communication and support from registered providers when issues arise in the delivery of funded aged care services; and

(b) make complaints using an accessible mechanism, without fear of reprisal, about the delivery of funded aged care services to the individual; and

(c) have the individual's complaints dealt with fairly and promptly.

## A6 Advocates, significant persons and social connections

(1) An individual has a right to be supported by an advocate or other person of the individual's choice, including when exercising or seeking to understand the individual's rights in this section, voicing the individual's opinions, making decisions that affect the individual's life and making complaints or giving feedback.

(2) An individual has a right to have the role of persons who are significant to the individual, including carers, visitors and volunteers, be acknowledged and respected.

(3) An individual has a right to opportunities, and assistance, to stay connected (if the individual so chooses) with:

(a) significant persons in the individual's life and pets, including through safe visitation by family members, friends, volunteers or other visitors where the individual lives and visits to family members or friends;

(b) the individual's community, including by participating in public life and leisure, cultural, spiritual and lifestyle activities; and

(c) if the individual is an Aboriginal or Torres Strait Islander person—community, Country and Island Home.

(4) An individual has a right to access, at any time the individual chooses, a person designated by the individual, or a person designated by an appropriate authority.

# Part B: Accommodation and Services

## B1 Accommodation and Services

(1) We will provide you with Accommodation and Services at the Residential Care Home from the Start Day for so long as you have an Access Approval or until this Agreement ends.

## B2 Access Approval

(1) To allow us to continue providing Accommodation and Services:

(a) you authorise us to apply to the System Governor for an Access Approval or a variation to an Access Approval (if the Aged Care Act allows us to do this); and

(b) you must promptly tell us if:

(i) you have provided us with incomplete or inaccurate information about an Access Approval; or

(ii) you or anyone else requests a revocation, variation or re-assessment of your Access Approval.

(2) If you don't have an Access Approval and we agree to continue providing Accommodation and Services under this Agreement you will be required to self-fund the cost of your Accommodation and Services in accordance with clause C11.

## B3 Your occupancy rights

(1) You have a right to occupy your Room and use the Communal Areas from the Start Day until this Agreement ends.

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

(a) are not conferred any tenancy or other estate or interest in or over the Residential Care Home; and

(b) must not register this Agreement or lodge any caveat in respect of the Residential Care Home or any part of it (and if you do so, you irrevocably authorise us to remove or withdraw the relevant dealing).

## B4 What happens if your care needs change

(1) If after entering the Residential Care Home your needs or condition change, we will:

(a) assess our capacity to provide you with additional or different Services;

(b) consider whether your Access Approval classification should be reassessed;

(c) tell you if the change will affect the amounts you must pay us under this Agreement; and

(d) consult with you and your authorised representatives about our ability to continue to care for you, which will include an assessment of possible options and alternatives.

(2) You:

(a) must assist us to apply for a classification reassessment; and

(b) authorise us to apply for a classification reassessment,

if that would allow us to continue providing Accommodation and Services.

(3) If your care needs exceed our capacity to provide you with Services, we may end this Agreement in accordance with clause D13.

# Part C: Accommodation Costs and Resident Contribution

## C1 Type of Accommodation Cost you must pay

(1) You must pay an Accommodation Payment if at the Start Day:

(a) your Means Tested Assessment is equal to, or greater than, the Maximum Accommodation Supplement for that day;

(b) you have Means Not Disclosed Status; or

(c) you don't have a Means Tested Assessment (and you don't have Means Not disclosed Status).

(2) Your Means Tested Assessment may be undertaken before or after you enter the Residential Care Home and applied as at the Start Day.

(3) If you are not required to pay an Accommodation Payment because your Means Tested Assessment at the Start Day is less than the Maximum Accommodation Supplement for that day, you must pay an Accommodation Contribution (unless you are a Low Means Resident and you are entitled to a Fee Reduction Supplement which reduces your Accommodation Contribution to nil).

(4) Even if you are a Low Means Resident who is not required to pay an Accommodation Contribution at the date of this Agreement, you may be required under the Aged Care Act to pay an Accommodation Contribution at some point after your admission if your Means Tested Assessment changes.

(5) If:

(a) we have estimated the amounts you must pay and whether you must pay an Accommodation Payment, because your Means Tested Assessment has not been finalised; or

(b) the information provided to us to calculate your Means Tested Assessment is based on estimated amounts, incorrect or altered,

and we subsequently determine in accordance with the Aged Care Act that you should pay a different amount, including that you should pay an Accommodation Payment instead of an Accommodation Contribution, your payments will be reclassified and recalculated with effect from your Start Day based on the maximum charges notified at the Start Day and the Method of Calculation.

(6) If your payments are reclassified and/or recalculated:

(a) your Accommodation Payment amount will be the same as the Published Accommodation Payment Amount for your Room unless at that time we agree to a reduced room price applying; and

(b) an adjustment will be made and we will notify you of this.

You must pay us any additional amounts due on the basis of the correct calculation within 7 days of us providing you with written notice.

## C2 Rules regarding the amount of your Accommodation Cost

(1) If you are required to pay your Accommodation Cost as an Accommodation Payment, the amount of the fee will be the Published Accommodation Payment Amount unless:

(a) we agree to a reduced Agreed Accommodation Payment Amount applying; or

(b) an Agreed Accommodation Payment Amount applies pending a Means Tested Assessment.

(2) If a reduced Agreed Accommodation Payment Amount is agreed, you can notify us at any time that you want the agreed reduction to stop, in full or in part, in which case:

(a) an adjustment will be made and we will notify you of this; and

(b) we are not obliged to offer or apply the same reduction again.

You must pay us any additional amounts due on the basis of the new calculation within 7 days of us providing you with written notice.

(3) If you are required to pay your Accommodation Cost as an Accommodation Contribution, the amount you have to pay can change from time to time depending on:

(a) your Means Tested Assessment; and/or

(b) the accommodation supplement amount that the Residential Care Home receives (which can change depending on whether we are significantly refurbished and the number of supported residents in the Residential Care Home at the time).

(4) If the amount of Accommodation Contribution you must pay increases, you can choose to pay the difference by:

(a) increasing your Daily Payments;

(b) paying or topping up a Refundable Deposit (if applicable); or

(c) a combination of these (if applicable),

calculated in accordance with the Method of Calculation.

(5) The amount of your Accommodation Contribution will not exceed the amount determined for you by the Government based on your Means Tested Assessment.

(6) A Fee Reduction Supplement may reduce the Accommodation Payment or Accommodation Contribution (if payable), including to nil.

(7) If you have applied for a Fee Reduction Supplement you must provide us with any information we reasonably require regarding the application, including that the application has been made and its status.

## C3 Effect of hardship determination on Accommodation Cost

(1) Your Accommodation Cost can be reduced or waived if you are granted a financial hardship determination under the Aged Care Act.

(2) If you apply to Government for a financial hardship determination (or we apply for one on your behalf), you must still pay your Accommodation Cost if:

(a) the Government refuses to make the determination; or

(b) the determination is made but later ceases to be in force.

## C4 How to pay your Accommodation Cost

(1) Subject to your Means Tested Assessment status and clause C4(3), you can pay your Accommodation Cost by:

(a) Daily Payments;

(b) a Refundable Deposit; or

(c) a combination of these,

calculated in accordance with the Method of Calculation.

(2) If you do not advise us how you will pay, you must pay by Daily Payments (although subject to your Means Tested Assessment status you may still be able to choose to pay a Refundable Deposit later).

(3) You must also pay by Daily Payments (meaning you cannot pay and we must not accept a Refundable Deposit) if;

(a) you don't have a Means Tested Assessment; or

(b) you don't have Means not Disclosed Status,

until your Means Tested Assessment is determined. Or you obtain a Means Not Disclosed Status (as applicable). If your Means Tested Assessment is determined after the Start Day, we will let you know of any adjustment to the amounts that would have been payable from the Start Day, had that amount been known, including if applicable:

(c) any additional amount that is payable by you for the relevant period, because you have paid less than the required amount (which must be paid within 7 days of us providing you with written notice); or

(d) any amount that is to be refunded to you, because you have paid more than the required amount.

(4) If you choose or are required to pay by Daily Payments, you must pay them in accordance with the Payment Cycle with the first payment due on your Start Day unless we notify you that payment is to be made at the start of the first Payment Cycle after the Start Day. An adjustment will be made if you have entered on a day that does not fit with the Payment Cycle.

(5) If you are entitled and choose to pay a Refundable Deposit you must pay Daily Payments until you pay the Refundable Deposit.

(6) Subject to your Means Tested Assessment status, you can pay a Refundable Deposit or increase the amount of your Refundable Deposit at any time. This will reduce your Daily Payments. If we agree to reduce your Daily Payments because you agree to increase your Refundable Deposit, we will only do so if you actually pay the increase to your Refundable Deposit.

(7) You authorise us to complete this Agreement to include the selected or deemed method of payment.

## C5 What we can deduct from your Refundable Deposit

(1) If you pay a Refundable Deposit, we will deduct:

(a) your Daily Payments if you ask us to in writing;

(b) permitted Retention Amounts (subject to the exemptions and limitations under the Aged Care Act); and

(c) any other agreed amounts, if those deductions are permitted under the Aged Care Act.

(2) Retention Amounts will be deducted in accordance with the Aged Care Act, including:

(a) at each required or permitted interval under the Aged Care Act; and

(b) when this Agreement ends, if there is an outstanding Retention Amount.

(3) If we overcharge the Retention Amount (by deducting more than permitted), we will refund the overcharged amount to your Refundable Deposit (together with any applicable interest) or in any other manner permitted under the Aged Care Act.

(4) You authorise us to deduct the following from your Refundable Deposit either upon your request or if the amounts are due and owing but unpaid:

(a) any amounts owing to us under this Agreement and if applicable a Higher Everyday Living Agreement (including but not limited to Daily Payments, Contributions and if applicable on or after the Start Day, any Higher Everyday Living Service Fees) and interest on those amounts; and

(b) any costs, charges and expenses we reasonably incur if you breach this Agreement or if applicable a Higher Everyday Living Agreement.

(5) Any delay in deducting a permitted amount from a Refundable Deposit does not prevent the deduction from taking place.

(6) We will advise you in writing if we make any deduction from your Refundable Deposit under clause C5(4).

## C6 What happens if we make deductions from your Refundable Deposit

(1) If we deduct any amounts from your Refundable Deposit (other than Retention Amounts), we will require you to maintain the agreed Accommodation Cost by your choice of the following:

(a) paying the Daily Payment or increased Daily Payment amount, as notified by us;

(b) topping up your Refundable Deposit to the correct amount (which we will notify you of); or

(c) a combination of these,

calculated in accordance with the Method of Calculation.

(2) If amounts are deducted from your Refundable Deposit (other than Retention Amounts), the amount of your Daily Payments will increase.

(3) If Retention Amounts are deducted from your Refundable Deposit:

(a) your Daily Payments won't change as a result of that deduction, unless the Aged Care Act permits or requires us to recalculate your Daily Payments; and

(b) we may, if permitted under the Aged Care Act, agree to you topping up your Refundable Deposit.

## C7 When we will refund your Refundable Deposit Balance

(1) We will refund your Refundable Deposit less permitted deductions (being the Refundable Deposit Balance) in accordance with the rules in the Aged Care Act.

(2) If you die, we will refund your Refundable Deposit Balance within 14 days of receiving a copy of the grant of probate or letters of administration in a manner we direct.

(3) Unless we agree otherwise, we will only refund your Refundable Deposit Balance to the authorised executor or administrator of your estate appointed pursuant to a grant of probate or letters of administration.

(4) If you move to another residential care home and we are required to transfer your Refundable Deposit Balance to the new registered provider, we will do so in accordance with the Aged Care Act.



## C8 Resident Contribution

(1) The initial Resident Contribution you must pay is set out in the Agreement Details but this may change when we receive your Services Australia or DVA assessment if the change is accepted by us or required by the Aged Care Act.

(2) Each Contribution included in the Resident Contribution is calculated in accordance with the Aged Care Act.

(3) The Resident Contribution is payable for your time at the Residential Care Home (including any periods of leave), subject to the annual and lifetime caps under the Aged Care Act.

(4) You must pay your Resident Contribution in accordance with the Payment Cycle. The first payment is due on your Start Day unless we notify you that payment is to be made at the start of the first Payment Cycle after the Start Day.

## C9 Changes to your Resident Contribution

(1) We may reassess and vary the Resident Contribution you are charged:

(a) by reapplying the formula in Part K(77), each time an assessment or variation is permitted under or prescribed by the Aged Care Act;

(b) each time the pension increases by way of making a corresponding increase to your Resident Contributions;

(c) based on applicable legislation or policies set by Government from time to time, including the Department;

(d) whenever there is a change to your care needs under the Aged Care Act (in which case we will charge the maximum amount permitted under the Aged Care Act according to the level of your care needs); and/or

(e) if your Government's Means Tested Assessment changes (in which case we will charge the maximum amount permitted under the Aged Care Act based on your means).

(2) Changes to your Resident Contribution will take effect on the sooner of:

(a) the first available date permitted by the Aged Care Act; and

(b) 28 days after we give you notice of the change.

(3) We may review your Resident Contribution at any time permitted by the Aged Care Act and/or notified by Government. Any delay in conducting a review does not prevent the review from taking place and being effective from the earliest possible date.

## C10 Amounts you must pay if you don't have a Services Australia/DVA assessment

(1) If you have not applied for or received a Services Australia or DVA assessment prior to your Start Day, or we have insufficient information to calculate or verify any payment, contribution, fee or charge payable by you under this Agreement, including by reason of information being withheld by you or Government, you must pay:

(a) an amount we reasonably estimate (if we agree to do this); or

(b) the maximum amount permitted by the Aged Care Act,

until an assessment can be made, at which time an appropriate adjustment must be made if a change is accepted by us or required by the Aged Care Act.

(2) This means that until and unless we are advised otherwise, you must pay:

(a) an Accommodation Payment; and

(b) the maximum Resident Contribution applicable under the Aged Care Act.

## C11 Amount you must pay if you don't have an Access Approval

(1) If you don't have an Access Approval covering Services at the Residential Care Home and we agree to continue providing Accommodation and Services under this Agreement you must pay us a daily amount equal to:

(a) any subsidy or supplement we would have been entitled to had you been eligible to access funded Services on each applicable day; plus

(b) the Resident Contribution we could have charged you if you had been eligible to access funded Services under the Aged Care Act on each applicable day; plus

(c) the maximum daily accommodation payment we could have charged a non-supported resident occupying your Room under the Aged Care Act on each applicable day

(2) You must also pay any other amounts payable under this Agreement, as well as any amounts payable under a Higher Everyday Living Agreement.

## C12 Other services charges

(1) You are responsible for obtaining or providing and paying the cost of any items you choose to receive independently of us and that do not form part of the Services we are required to provide and which we are not otherwise funded for under your Access Approval.

## C13 How to pay

(1) We will invoice you for amounts payable to us under this Agreement. Each invoice must be clear and in a format that is understandable.

(2) Unless otherwise agreed, you must pay all money payable to us under this Agreement and any Higher Everyday Living Agreement by direct debit or Centrepay (if applicable). For that purpose, you (or anyone else who has agreed to make payments on your behalf) must provide us with a direct debit or Centrepay authority, in the form provided by us.

(3) If you pay your fees and contributions using Centrepay and the Department stops payment through Centrepay, you must then pay your fees by direct debit and provide the required direct debit authority.

(4) Deductions will be made in accordance with the Payment Cycle or, if a payment date falls due on a weekend or a public holiday, the next working day.

(5) You must not cancel or suspend the Centrepay or direct debit authority unless alternative payment arrangements acceptable to us are made.

(6) If in any payment period you believe you may have insufficient funds in your nominated account to pay us, you must notify us immediately to avoid us incurring bank charges and make alternative payment arrangements. We will pass on any fees charged by our bank.

(7) Once this Agreement and any Higher Everyday Living Agreement has ended, your Centrepay or direct debit authority must not be cancelled until all outstanding amounts payable under this Agreement and any Higher Everyday Living Agreement have been paid.

## C14 Refunds of overpaid amounts

(1) If we determine that you have paid us more than you are required to pay under this Agreement, we will provide you with a refund by:

(a) applying or crediting the relevant amount toward any other amount you must pay us or are scheduled to pay us; and/or

(b) refunding the balance (plus any interest due under the Aged Care Act) to you within 14 days after the overpayment is identified or if you have died, in accordance with clause C14(3). Funds will be refunded by an agreed payment method or, failing agreement, in a manner we consider appropriate (acting reasonably).

(2) Based on the requirements under the Aged Care Act on the Start Day, if we don't refund the overpaid amount of an Accommodation Payment or Accommodation Contribution within 28 days of the earlier of us becoming aware of the overpayment and you requesting a refund, we will pay interest on the overpaid amount calculated in accordance with the formula in the Aged Care Act from the 29th day until the refund. If the requirements under the Aged Care Act change, we will meet our obligations under the Act.



Issued: May 2026

(3) If you have died or stop accessing funded services before an amount has been refunded, we will refund the relevant amounts (excluding the Refundable Deposit Balance):

(a) to you, within 14 days after you stop accessing funded services; or

(b) if you have died:

(i) to your estate, within 14 days of when we are shown probate or letters of administration of your estate (if these are provided within 14 days of us becoming aware of your death);

(ii) if there is no probate or letters of administration, to a person we are reasonably satisfied it is appropriate to pay the refund to, within 14 days of when we become aware of your death; or

(iii) if we are not reasonably satisfied that there is someone appropriate to refund the amounts to, to someone who is authorised or appointed by the court.

## C15 Interest on late payments

(1) Any money payable to us under this Agreement or a Higher Everyday Living Agreement which is not paid by the due date will attract interest at the MPIR or any other rate prescribed under the Aged Care Act for that type of payment compounding on the sooner of:

(a) the first permitted date by the Aged Care Act;

(b) the date the relevant payment is reviewed or again charged; and

(c) each calendar month.

(2) Interest is calculated and applied to the period commencing on the first day permitted under the Aged Care Act or otherwise 14 days after the date the money becomes payable, and ending on the date the amount is paid in full or, if prescribed by the Aged Care Act, when you cease to be provided with care, whichever is the earlier.

(3) We may waive the payment of interest in writing.

## C16 Costs on default

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

## C17 Financial and Prudential Standards

(1) We are required to comply with the Financial and Prudential Standards As at the date of preparing this Agreement, these obligations include:

(a) maintaining a Liquidity Management Strategy;

(b) maintaining a Financial and Prudential Management System; and

(c) maintaining an Investment Management Strategy about how we invest funds.

(2) We are also required to comply with certain Prudential Requirements in relation to our management of Refundable Deposits including any Refundable Deposit you pay. This includes:

(a) providing to the System Governor an annual prudential compliance statement about our management of Refundable Deposits;

(b) providing you and prospective residents with financial statements about our management of Refundable Deposits as required by the Aged Care Act; and

(c) if you have paid a Refundable Deposit, providing to you, on an annual basis:

(i) a copy of the entry in the Refundable Deposit register with respect to the Refundable Deposit paid by you, as at the end of the financial year; and

(ii) a written statement that we will provide the information referred to in clause C18 to you if asked.

## C18 Your right to receive financial information

(1) Under the Aged Care Act, you are entitled to receive particular financial information from us.

(2) Within 7 days of a request, we will provide you with the following information, to the extent we are required to provide it under the Aged Care Act, and/or any other information prescribed in the Aged Care Act

(a) information about the permitted uses for which we have used Refundable Deposits and accommodation bonds, in the form of:

(i) a copy of the permitted uses reconciliation in our most recent aged care financial report (if we have provided this to the System Governor in the two years prior to the request); and/or

(ii) a summary of those permitted uses for the previous financial year (unless we provide an aged care financial report for the previous financial year that includes this information);

(b) information about whether we complied with the requirements for permitted uses and the financial and prudential requirements for Refundable Deposits and accommodation bonds in the previous financial year;

(c) information about the number of Refundable Deposit/accommodation bond balances (if any) that were not refunded in accordance with the timeframes set by the Aged Care Act in the previous financial year;

(d) for entry contributions (paid before 1997), information about the number (if any) that were not refunded in accordance with the entry contribution agreement in the previous financial year;

(e) if we invest Refundable Deposits or accommodation bonds in particular kinds of permitted financial products, our investment objectives and the asset classes invested in as recorded in our investment management strategy;

(f) a copy of the independent audit opinion on our compliance with the prudential requirements for Refundable Deposits and accommodation bonds in the previous financial year;

(g) unless we are not required to prepare annual financial reports under Part 2M.3 of Chapter 2 of the *Corporations Act 2001* (Cth) a copy of either:

(i) the most recent statement of our audited accounts; or

(ii) if we are part of a broader organisation, the most recent statement of the audited accounts of the organisation’s aged care component; and/or

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

(3) In addition, we will give you a copy of your Refundable Deposit record at the end of a financial year within four months of the end of each financial year (being by 31 October each year).

# Part D: Rights and Responsibilities – General Conditions of Occupation

## D1 Involvement in decision-making

(1) You are entitled and encouraged to:

(a) be involved in decisions concerning the Services you receive, including the development of your care and services plan; and

(b) let us know if you would like us to make changes to the way Services are delivered to you, including how, when and by who Services are provided.

(2) We will:

(a) let you know if we are able to provide Services at a different time and/or in a different manner based on the nature of the Services, your needs, available personnel and/or your Room and work with you to identify how we may be able to change the way in which Services are delivered; and

(b) do this by involving you in the regular reviews we undertake and responding to any requests you make.

## D2 Appointing an advocate, Supporter or other representative

(1) You are entitled to be supported by an advocate or other person, including a Supporter.

(2) You can also appoint a representative to act on your behalf, such as an attorney, guardian or financial manager.

(3) A Supporter may with your consent do things such as:

(a) receive information about you; and

(b) communicate your decisions and preferences,

so long as they are registered with the System Governor and authorised to do so under the Aged Care Act. A Supporter cannot make decisions on your behalf.

(4) You must:

(a) tell us if your advocates, Supporters and/or authorised representatives change; and

(b) provide us with any information we reasonably require to verify who your advocates, Supporters and authorised representatives are and what they are authorised to do (or they must do so on your behalf).

(5) If we have concerns about whether an advocate, Supporter or representative is fulfilling their duties we may:

(a) raise our concerns with the Government;

(b) seek the appointment of a formal or different decision maker; and/or

(c) make changes to the way we interact with them, including how we handle or communicate information.

## D3 Changing rooms

(1) We will consider any request to move to another room in the Residential Care Home (although we are not obliged to facilitate a move).

(2) If you have been placed in a Room because you have told us that you will pay an Accommodation Payment and we subsequently find out that you are not eligible to pay an Accommodation Payment, you agree that you will move to another room in the Residential Care Home as notified to you within 24 hours of our request.

(3) You acknowledge that we consulted with you about the possibility of you having to change rooms within the Residential Care Home.

(4) You also agree to move to another room in the Residential Care Home if:

(a) the move is necessary:

(i) to carry out repairs or improvements to the Residential Care Home (you will be able to return to the Room once the repairs or improvements are completed if it still exists); or

(ii) due to an emergency, including without limitation:

(A) you have been repeatedly violent towards another person in the Room or in close proximity to you;

(B) during serious medical situations; or

(C) if your safety is compromised, such as during an Emergency Event; or

(b) the move is necessary on genuine medical grounds as assessed by an approved aged care needs assessor or at least 2 medical or health practitioners who are competent to assess your aged care needs (one appointed by you and one appointed by us, or if you fail to make a nomination, your general practitioner).

(5) If on or after the Start Day you receive Higher Everyday Living Services we will let you know if a room move impacts on the Higher Everyday Living Services you receive and/or the Higher Everyday Living Services Fees you must pay.

(6) Moving rooms won't change your Start Day.

## D4 Effect of room move on your Accommodation Cost

(1) Moving to another room will not change your Start Day under this Agreement. The Start Day will continue to apply for the purposes of clause C1 and for the purposes of applying the rules in relation to the minimum permissible asset value under the Aged Care Act.

(2) If you propose to move to a new room in the Residential Care Home and the move is voluntary:

(a) you and we must agree, before the move occurs, that this Agreement is to be varied when you move to specify the new room or the new part of the room;

(b) the day on which the Agreement is varied will become your Price Agreement Day (meaning a different MPIR will apply in accordance with the Aged Care Act); and

(c) you may be charged an Accommodation Payment amount, after the move, that is higher or lower than the Accommodation Payment for your old Room (provided this does not exceed the Published Accommodation Payment amount for your new Room on the Price Agreement Day).

(3) If you are required to pay a higher Accommodation Payment amount for your new Room, you may choose to pay the additional Accommodation Payment amount by:

(a) Daily Payments;

(b) a Refundable Deposit; or

(c) a combination of these.

Calculated in accordance with the Method of Calculation.

(4) If we require you to temporarily move to a new Room in the Residential Care Home for less than 28 days:

(a) we will first tell you in writing which Room you must move to;

(b) there will be no change to your Price Agreement Day; and

(c) you will continue to be charged the same Accommodation Payment amount that you were paying before the move.

(5) If we require you to move to a new Room in the Residential Care Home for 28 days or more:

(a) we will first tell you in writing which Room you must move to;

(b) the day on which we give you notice of the move will become your Price Agreement Day; and

(c) we will not charge you an Accommodation Payment amount that is higher than the Accommodation Payment you were paying before the move or our Published Accommodation Payment amount for the new Room on your new Price Agreement Day.

## D5 Taking temporary leave

(1) You are entitled to take up to 52 days of Social Leave each financial year. You are also entitled to Hospital Leave, Transition Care Leave, Emergency Leave and, if we agree, Pre-Entry Leave. Otherwise, you must not be away from the Residential Care Home for a continuous period exceeding 7 days. During any period of Permitted Temporary Leave we will not charge any amounts we are not permitted to charge under the Aged Care Act.

(2) If:

(a) you are away from the Residential Care Home for a reason other than Permitted Temporary Leave; and

(b) you wish to retain a place in the Residential Care Home for you to enter or return to, then for each day or part day that we agree to reserve or retain your place for you, you must pay us the Bed Reservation Fee in addition to the Resident Contribution and Daily Payments (excluding any amount we cannot charge under the Aged Care Act). We may choose to end this Agreement at any time during this period.

## D6 Legal rights and obligations

(1) You have rights under law, including under the Statement of Rights and the Australian Consumer Law.

(2) We have obligations at law, including under the Aged Care Act, the Statement of Rights, the Aged Care Code of Conduct and the Australian Consumer Law as well as statutory duties in the Aged Care Act which are monitored by the Department and other government agencies.

## D7 Rules of Occupancy and Behavioural Protocols

(1) Your rights are to be balanced with our obligations and the rights and freedoms of others who receive services or work at the Residential Care Home, who may be impacted by your behaviour. You must assist us to maintain the amenity of the Residential Care Home by complying with the Rules of Occupancy and the Behavioural Protocols.

(2) We may alter the Rules of Occupancy and/or the Behavioural Protocols after consulting with you and other residents at the Residential Care Home and giving you at least 28 days' notice of the change. We cannot vary them in a way that is contrary to the Aged Care Act or other laws.

(3) You acknowledge that:

(a) you must ensure your visitors to the Residential Care Home comply with the Rules of Occupancy and the Behavioural Protocols (to the extent relevant to them); and

(b) we can exclude visitors from the Residential Care Home if we believe:

(i) they cannot access because of a restriction imposed or set by Government or other regulatory or law enforcement authority; or

(ii) they can't or won't comply with the Rules of Occupancy, the Behavioural Protocols or other relevant policies and/or procedures; or

(iii) they otherwise pose a risk to you or others at the Residential Care Home.

## D8 Personal belongings

(1) On deciding whether to bring personal belongings with you, be mindful that we may choose to clean or disinfect your belongings which may result in your belongings being damaged. It is also possible that our cleaning of the Residential Care Home will result in your personal belongings being damaged. You can remove your personal belongings to avoid ongoing damage, but you must not prevent us from carrying out any cleaning or disinfection we consider necessary.

(2) We are not liable for the loss, damage or theft of any of your personal belongings, unless caused by our negligence.

(3) You are responsible for:

(a) the identification, safety, maintenance and security of any belongings that you bring into the Residential Care Home; and

(b) operating and maintaining your belongings (which includes the handling and charging battery powered devices) in accordance with:

(i) manufacturer's guidelines, including their safety instructions; and

(ii) our reasonable directions.

(4) Personal belongings are not covered by our insurance policy and it is your responsibility to insure these items if you wish.

(5) We may require you to remove any personal belongings that we consider are inappropriate, dangerous, unsafe or are not secure as well as any belongings that prevent us from readily maintaining appropriate standards, are contrary to the requirements of our insurers or which would adversely affect any insurance policy concerning the Residential Care Home.

(6) If you fail to remove an item when required to do so by us under clause D8(4), we may:

(a) agree to store the item(s) if practicable and we consider we are able to safely do so (although we aren't obliged to); and/or

(b) dispose of the item, including if we notify you that we won't continue to store the item(s).

If we do so, you must pay the reasonable storage and/or disposal costs we incur, which may include (without limitation) the costs of transporting your belongings for them to be stored and/or disposed of.

## D9 Damage to the Residential Care Home

(1) You must let us know if you cause any damage to, or if you become aware of any defect in, the Residential Care Home or our property in the Residential Care Home.

(2) If we determine that damage to our property or the Residential Care Home has been caused by any wilful or negligent act or omission of you or anyone you invite into the Residential Care Home (over and above fair wear and tear), including after you leave the Residential Care Home, on request you must pay or reimburse to us all reasonable costs and expenses we incur in connection with fixing that damage.

## D10 Infection control

(1) You are entitled to access vaccinations for free in accordance with the Aged Care Act.

(2) To assist us to manage infection risks you must provide us with any information we reasonably require about your immunisation history.

(3) You must:

(a) immediately let us know if you are suffering an infection or illness that may put others at risk;

(b) immediately let us know if you have been in contact with others who are suffering an infection or illness that may put you or others at risk;

(c) immediately let us know if you have been advised to take particular precautions in relation to your health or the health of others, including any requirement for you to limit or manage your contact with others in a particular way; and

(d) follow any reasonable procedures we outline in connection with infection control.

## D11 Emergency Events

(1) If there is an Emergency Event or if we reasonably believe that an Emergency Event may occur, we may evacuate and/or relocate you from the Residential Care Home for the period during which the Emergency Event affects, or in our reasonable belief may affect you and/or others at the Residential Care Home, including other residents and staff.

(2) You acknowledge that we may make all decisions and perform all actions which we believe are reasonably necessary to maintain your safety and that of others at the Residential Care Home before, during and after an Emergency Event.

(3) Our decision to evacuate or relocate you is subject to:

(a) our assessment of the severity and duration of the Emergency Event and the likelihood of the Emergency Event affecting you, other residents or the Residential Care Home;

(b) the availability of alternative accommodation during the Emergency Event; and

(c) directives and warnings from local, State or Commonwealth authorities and emergency services.

(4) If you are required to vacate or evacuate, we must use our best endeavours to provide you with a safe and secure environment and otherwise comply with our obligations under the Aged Care Act.

(5) To the full extent permitted by law, you release and discharge us from:

(a) all liability, damages, injury, claims or costs incurred by or accruing to you as a result of us exercising our powers pursuant to this clause; and

(b) any damage or loss caused to your property as a result of us evacuating or relocating you from the Residential Care Home,

except to the extent caused, or contributed to, by our negligence.

(6) If we evacuate and/or relocate you, your obligations under this Agreement continue and there is no abatement of any payment to be made by you except where required by law.

## D12 Extra Conditions

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

## D13 When this Agreement ends

(1) This Agreement will end on your death.

(2) You can end this Agreement by giving us 7 days' written notice of your intention to permanently leave the Residential Care Home or any shorter period of notice we accept provided you leave on the notified or agreed date.

(3) We can choose to end this Agreement in the following circumstances:

(a) if the Residential Care Home is closing;

(b) if you do not commence continuous occupation in the Residential Care Home on the Start Day, and we give you at least 7 days' notice in writing of our expectation that you commence occupation and you fail to do so within that period;

(c) if you have not paid any agreed fee or contribution within 42 days after the date upon which it became payable for a reason within your control;

(d) if you have intentionally caused:

(i) serious damage to the Residential Care Home; or

(ii) serious injury to any aged care worker or to another resident within the Residential Care Home;

(e) if you are away from the Residential Care Home for a continuous period of at least 7 days for a reason other than Emergency Leave, Hospital Leave or Social Leave permitted under the Aged Care Act;

(f) if you no longer need the Services provided at the Residential Care Home, as assessed by an approved aged care needs assessor;

(g) if:

(i) we no longer provide Accommodation and Services suitable for you having regard to your needs as assessed by an approved aged care needs assessor or at least 2 medical or other health practitioners (one appointed by you and one appointed by us, or if you fail to make a nomination, your general practitioner); and

(ii) we do not agree to provide care of the kind that you need,

for the purposes of which:

(iii) you agree to nominate or appoint a health practitioner within 7 days of us requesting you do so;

(iv) you accept that you will be examined, placed under observation or otherwise assessed by the aged care needs assessor or the health practitioners appointed for this purpose; and

(v) you agree to be bound by the outcome of the assessment, including the decision of the medical or other health practitioners and/or the approved aged care needs assessor; or

(h) any other right of termination by us arises under the Aged Care Act or common law.

## D14 Steps if we ask you to leave

(1) Before we require you to leave the Residential Care Home we must comply with our obligations under the Aged Care Act, including (as applicable):

(a) we will develop a plan for ensuring the continuity of funded aged care services for you; and

(b) we must ensure there is suitable alternative accommodation available for you.

(2) If we require you to leave the Residential Care Home we will give you written notice of:

(a) our decision;

(b) the reasons for the decision;

(c) the date you need to leave by;

(d) your rights, including your right to access our complaints processes, other complaints mechanisms and independent advocacy services; and

(e) a copy of the continuity of care plan we have developed for you, incorporating the information specified in the Aged Care Act.

(3) We will give this notice to you at least 14 days before you are required to leave the Residential Care Home.

## D15 Consequences of this Agreement ending

(1) When this Agreement ends:

(a) you must immediately deliver to us all keys and passes to your Room and all other property belonging to us within your possession or control and leave the Residential Care Home;

(b) if we have entered into a Higher Everyday Living Agreement with you on or after the Start Day, each Higher Everyday Living Agreement also ends;

(c) you must immediately remove all of your personal belongings from the Residential Care Home, unless we agree to a storage arrangement in a nominated area of the Residential Care Home. If your personal belongings are not removed from the Residential Care Home within 2 days from the date of termination, we may arrange for the storage and/or disposal of your personal belongings at your cost. If we incur costs or suffer loss as a result of your failure to remove your personal belongings from the Residential Care Home, you will be liable for those costs and losses, including transportation and waste disposal or collection costs (to the extent they are reasonable);

(d) you are liable for the reasonable costs of cleaning and, if necessary, reinstating your Room to its original state, fair wear and tear excepted;

(e) you must pay us all outstanding Resident Contributions, Accommodation Costs and any other fees and charges due and payable to us under this Agreement and any Higher Everyday Living Agreement; and

(f) you are entitled to a refund of the balance of your Refundable Deposit (if any) (less permitted deductions, including amounts payable to us under this Agreement and the Retention Amounts), although if this Agreement ends because of your death prior to making a refund we will require a grant of probate or equivalent, unless we agree otherwise or under the Aged Care Act we are required to make a refund without .

(2) Termination of this Agreement for any reason does not affect one party's right of action against another party in respect of any breaches of this Agreement or a Higher Everyday Living Agreement before the termination.

(3) The provisions of this Agreement dealing with payments, security for payment, indemnities, limitation of liability, privacy and consequences of termination survive the end of this Agreement or a Higher Everyday Living Agreement and may be enforced after this Agreement and a Higher Everyday Living Agreement have ended.

## D16 Accessing records and information

(1) You can access records and information we hold about you or concerning this Agreement in accordance with the Aged Care Act.

(2) You can also authorise others permitted by the Aged Care Act to access those records and information and/or the Residential Care Home and we will facilitate that in accordance with the Aged Care Act.

## D17 Privacy and protection of personal information

(1) Under the Aged Care Act we must:

(a) ensure the protection of your personal information;

(b) only use your personal information for a purpose:

(i) connected to the delivery of Services; or

(ii) for which the personal information was given to us;

(c) unless you consent we must not disclose your personal information to others, other than for a purpose:

(i) connected to the delivery of Services;

(ii) for which the personal information was given to us; or

(iii) of complying with an obligation under the Aged Care Act; and

(d) ensure your personal information is protected by security safeguards that are reasonable in the circumstances to take against the loss or misuse of information.

(2) Further information about the way we manage personal information is set out in our privacy policy. We may provide you with other policies concerning our handling of personal information which should be read in conjunction with this Agreement and any Higher Everyday Living Agreement.

(3) You must contact us if you would like to see any of your personal information that we hold or if you have further questions about the handling of your personal information.

## D18 Use of CCTV

(1) We have or may at any time set up facial recognition or biometric identification systems and/or camera surveillance systems (commonly referred to as CCTV) at the Residential Care Home. These systems may collect and store personal information about individuals at the Residential Care Home, including you.

(2) CCTV footage may be used by us in the same manner as any other uses of personal or sensitive information you consent to. This means that footage may be shared with third parties, including without limitation, police, regulatory authorities, insurers and advisors.

## D19 Uses of personal information you consent to

(1) You consent to your personal information being used by us for the purposes of providing or procuring care and services or transferring you to another registered provider under or in connection with this Agreement and any Higher Everyday Living Agreement, as well as to claim funding and supplements, enable internal administration, training, assessments and reviews and investigations into and notification and management of complaints, claims, serious incidents and reportable events and any other use permitted by our privacy policy and by law.

(2) We may need to disclose personal information to third parties who are or may be concerned with quality improvement activities or industry benchmarking and analysis to review and improve our processes and/or the provision or procurement of services, including sub-contractors and anyone who may become responsible for providing accommodation and/or services instead of us or assist with you transferring to another registered provider. Disclosures may also be made to other third parties, including health professionals, insurers, advisors, research institutes, educators, funders and regulatory authorities. You consent to us doing this. If we disclose your personal information, we will seek to ensure it is handled appropriately.

(3) We may need to request or access personal information about you from third parties to allow services to be provided to you, including your family, carers, representatives, general practitioner, medical specialists, allied health providers and others involved in your care. You authorise us to request and access such information.

(4) Failure to provide us with the requested personal information may affect the fees and charges you are required to pay under this Agreement and the services we provide.

## D20 Complaints and feedback and whistleblower protections

(1) If you have any feedback or a concern or complaint concerning us, the services we provide or our handling of personal information, you should promptly contact our designated complaints officer or any other member of staff. You may also be entitled to:

(a) rely on whistleblower protections under the Aged Care Act, which establish rights to raise certain concerns or report specific information without fear of unfair treatment or reprisal; and

(b) enforce your rights including under the Australian Consumer Law.

(2) Your complaint or feedback will be handled fairly and promptly, without reprisal, in accordance with our Complaints, Feedback and/or Whistleblower Policy(ies). We will let you know if these policies change. You can ask us for more information about these policies.

(3) If you choose to make a complaint or provide feedback:

(a) you can withdraw that complaint or feedback in accordance with the Complaints, Feedback and/or Whistleblower Policy(ies); and

(b) relevant information may be shared with the System Governor.

(4) You may refer your complaint to any State or Territory advocacy service or the Aged Care Quality and Safety Commission, the Complaints Commissioner or any other relevant government body

which deals with complaints at any time. The Aged Care Quality and Safety Commission can be contacted on 1800 951 822.

(5) You may also make a complaint about our handling of your personal information to the Office of the Australian Information Commissioner.

(6) You can make a whistleblower report or disclosure to us, a police officer, an independent aged care advocate, the Department (or an official of the Department) or the Complaints Commissioner.

(7) You won't be victimised or discriminated against for providing feedback or making a complaint to us or regulators, including the Complaints Commissioner.

## D21 Consumer Advisory Body

(1) Under the Aged Care Act, residents have an opportunity to join a Consumer Advisory Body.

(2) We will provide you with information about how you can join a Consumer Advisory Body. Please contact us if you have any questions about this or would like more information about how to join.

## D22 Your obligation to provide us with accurate information

(1) You warrant that all information provided to us in connection with this Agreement and your occupation of the Residential Care Home (including information concerning your assets and income, personal details and physical condition and health) is accurate and not misleading (including by omission).

(2) You must:

(a) provide us with any materials we reasonably require to verify any of the information provided to us by you or on your behalf in connection with this Agreement or a Higher Everyday Living Agreement; and

(b) immediately let us know if any information or warranty provided to us is inaccurate or misleading, including in relation to whether a Fee Reduction Supplement applies or may apply to you.



## D23 Reviewing this Agreement

(1) We will review this Agreement:

(a) at least once every 12 months after the Start Day; and

(b) at your request,

to consider whether any changes should be made to this Agreement.

(2) You have an opportunity to participate in these reviews.

(3) Any changes to this Agreement following a review must be made in accordance with clause D24.

## D24 Variation of this Agreement

(1) Any Variation to this Agreement must be by mutual consent, following adequate consultation between you and us, except if the Variation is necessary to implement the *A New Tax System*

*(Goods and Services Tax) Act 1999* (Cth) and we have given you reasonable notice in writing about the Variation.

(2) This Agreement cannot be varied in a way that is inconsistent with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or the Aged Care Act.

(3) In the event of a change under this Agreement, including to the services, contributions, payments, fees, the Rules of Occupancy and/or the Behavioural Protocols, this Agreement will be applied accordingly.

(4) This Agreement will be deemed to have been varied to correspond with any amendment to the Aged Care Act from time to time; for example, to the rights and obligations of residents and registered providers.

## D25 Limitation of liability

(1) Except to the extent you are entitled to the benefit of one or more of the Consumer Guarantees, we do not provide any guarantees or warranties regarding the suitability, fitness or timing of the services provided under or in connection with this Agreement or a Higher Everyday Living Agreement.

(2) To the extent permitted by law, our liability for a breach of a Consumer Guarantee and any other claim you may have under or in connection with this Agreement or a Higher Everyday Living Agreement concerning inadequate or unsuitable services is limited to (at our option):

(a) supplying the service or service(s) the subject of the claim again; or

(b) paying the cost of having the service or service(s) the subject of the claim supplied again.

## D26 Assignment

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

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

(3) You may not assign or novate all or any part of your interest, rights or obligations under this Agreement.

## D27 General

(1) Unless otherwise stated or prescribed by law, each amount payable by you under this Agreement in respect of a taxable supply is expressed as a goods and services tax free or exclusive amount. Any goods and services tax or similar tax payable on or in connection with a taxable supply to you under this Agreement is payable by you, in addition to the base amount, with tax to be paid at the same time and in the same manner as the relevant payment (as notified).

(2) We may estimate or calculate monthly amounts payable under this Agreement on the basis of a set number of days in a month (for example, 31 or 30 days). This may mean that the amount payable for a month varies having regard to the actual number of days in the month.

(3) You must make payments to us under this Agreement without deduction or set-off unless a deduction or set-off is authorised under the Aged Care Act.

(4) If we are obliged to refund an amount under this Agreement or a Higher Everyday Living Agreement, you consent to us applying or setting-off that amount against any amount payable by you under this Agreement or a Higher Everyday Living Agreement, unless that isn't permitted under the Aged Care Act. If an amount is set-off by us, we will let you know the amounts taken into account and provide you with any information you reasonably require to verify them.

(5) No time or indulgence granted by us nor any failure on our part to take action in respect of any breach of your obligations set out in this Agreement or a Higher Everyday Living Agreement constitutes a waiver of any of the provisions of this Agreement with respect to any subsequent or continuing breach.

(6) We may provide you and/or a Guarantor with and ask for information and issue notices to you and/or a Guarantor under this Agreement by email. It is important that you and the Guarantor(s) let us know if they would like us to use another method of communication or if their email address changes.

(7) If any one or more of the provisions of this Agreement are held to be illegal, void or voidable whether at your option or otherwise, such provisions must be read down, if possible, so as to be valid and enforceable, or if not, severed from the remaining provisions, which remain binding and enforceable against you and if applicable, the Guarantor(s).

(8) This Agreement:

(a) is read in conjunction with and subject to any part of the Aged Care Act that regulates our dealings; and

(b) is governed by the laws of the State or Territory where the Residence is.

(9) A reference to the Aged Care Act or any other law in this Agreement includes any consolidations, amendments, re-enactments or replacements.

(10) If there is any inconsistency between this Agreement and a Higher Everyday Living Agreement, this Agreement prevails.

(11) If any one or more of the provisions of this Agreement would result in you being treated less favourably in relation to any matter than you would otherwise be treated, under any law of the Commonwealth, in relation to that matter, such provisions are to be read subject to that law.

(12) This Agreement may be executed in any number of counterparts and all the counterparts together constitute one and the same instrument. This Agreement may be executed by hand and delivered by email to the other party in a 'pdf' data file. Execution and delivery in that format will be valid and binding as if the 'pdf' copy was an original.

(13) We may elect to and/or require you to execute and exchange this Agreement electronically in which case:

(a) you must comply with the processes and instructions we provide;

(b) a printed or an electronic form of this Agreement with a party's electronic signature(s) appearing will constitute an executed counterpart; and

(c) the date, time and location of the electronic execution will be established by us or the utilised electronic execution system.

(14) Any person who executes this Agreement on behalf of the Resident warrants that they are authorised to bind the Resident to this Agreement, and all Parts of this Agreement apply to the Resident, irrespective of any limitations in the authority of the representative or any disclosure made to us about the authority of the representative.

(15) Unless we notify you otherwise, you can deal with our Nominee as if it were us and for that purpose, any direction, determination, approval or communication made or given by a Nominee in connection with this Agreement is taken to be made or given by us.

(16) If a Nominee enters into this Agreement on behalf of us, the Nominee does so with our authority.

# Part E: Rules of Occupancy

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

# Part F: Behavioural Protocols

## F1 Our commitment

(1) We are committed to ensuring that:

(a) the Residential Care Home is a safe living and working environment for all, free of abuse and neglect;

(b) residents and staff are treated with dignity and respect; and

(c) the identity, culture and diversity of residents and staff is valued, respected and supported.

## F2 Our expectations of you

(1) You must:

(a) treat others, including residents and staff, with respect and dignity and respect their rights and needs;

(b) not abuse, bully, harass or discriminate against others, including other residents or staff;

(c) recognise the right of others to practice a religion of their choice and to have their cultural identity respected;

(d) not interfere with us providing care and services to others; and

(e) respect the privacy of others.

(2) You must assist us to ensure that we can provide a living and working environment which reflects our commitment set out in this Part by taking steps to ensure that your relatives, friends and visitors are aware of and comply with our expectations of you.

## F3 Changes to the Behavioural Protocols

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

# Part G: Relevant Information, Policies and Protocols Provided to You

## G1 Relevant policies and protocols

(1) In addition to the policies and protocols referred to in this Agreement (including the Complaints and Feedback Policy and/or Whistleblower Policy(ies), as at the Date of this Agreement the policies and protocols we have outlined or provided to you in connection with this Agreement and your occupation of the Residential Care Home include the following:

(2)

# Part H: Residential Care Service List under the Aged Care Act

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

## H1 Residential Accommodation

Services in the service type Residential Accommodation are the following:

| Item | Service | Description |
|---|---|---|
| 1 | Accommodation | The following:<br>(a) capital infrastructure costs and depreciation of buildings and grounds used by individuals;<br>(b) communal areas for living, dining and recreation, as well as personal accommodation in either individual or shared rooms;<br>(c) refurbishments and replacements of fixtures, fittings and infrastructure;<br>(d) maintenance, of buildings and grounds used by individuals, to address normal wear and tear |
| 2 | Accommodation administration | Administration relating to the general operation of the residential care home, including accommodation agreements, accommodation bond agreements and accommodation charge agreements |

## H2 Residential Everyday Living

Services in the service type Residential Everyday Living are the following:

| Item | Service | Description |
|---|---|---|
| 1 | Operational administration and emergency assistance | The following:<br>(a) administration relating to:<br>(i) the delivery of the other services listed and described in this table; and<br>(ii) service agreements;<br>(b) emergency assistance, including the following:<br>(i) at all times, having at least one suitable employee of the registered provider onsite and able to take action in an emergency;<br>(ii) if an individual is in need of urgent medical attention—providing emergency assistance in accordance with the registered provider's protocol for providing such assistance;<br>(iii) activation of emergency plans in the case of fire, floods or other emergency;<br>(iv) contingency planning for emergencies;<br>(v) staff training for emergencies |

| Item | Service | Description |
|---|---|---|
| 2 | Communication services | Access for individuals to an external telecommunications mechanism in the residential care home (and in individuals' rooms if requested), such as telephone, internet or wi-fi services, but not including any usage charges or device costs |
| 3 | Utilities | The following:<br>(a) utility running costs for the residential care home (such as electricity, water and gas);<br>(b) heating and cooling for bedrooms and common areas to a comfortable temperature;<br>(c) testing and tagging of all electrical equipment provided by the registered provider;<br>but not including electrical equipment brought into the residential care home by individuals |
| 4 | Cleaning services and waste disposal | The following:<br>(a) cleanliness and tidiness of the entire residential care home, including the individual's personal area unless the individual chooses to and is able to maintain their personal area themselves;<br>(b) safe disposal of organic and inorganic waste material |
| 5 | Communal furnishings | Fit-for-purpose communal lounge and dining furniture, including the following:<br>(a) televisions;<br>(b) if the residential care home has a communal outdoor space—outdoor furniture |
| 6 | Bedroom and bathroom furnishings | The following (other than bedroom and bathroom furnishings that are customised or that the individual chooses to provide):<br>(a) a bed and a mattress that meet the individual's care, safety and comfort needs, including, if required, a bed that is adjustable to cater for the individual's needs and accommodates the individual's height and weight;<br>(b) equipment or technologies used to ensure the safety of the individual in bed and to avoid injury to the individual and to aged care workers;<br>(c) pillows (including, if required, pressure cushions, tri pillows and wedge pillows);<br>(d) a bedside table, bedside locker or bedside chest of drawers, wardrobe space, draw screens (for shared rooms), a visitor chair (if required) and an over bed table (if required);<br>(e) a fixture or item of furniture where the individual can safely lock and store valuables, if this is not provided by the furniture items mentioned in paragraph (d);<br>(f) a chair, with arms, that meets the individual's care, safety and comfort needs, including, if required, a chair with particular features, such as an air, water or gel chair;<br>(g) a shower chair (if required), containers for personal laundry, and waste collection containers or bins for bedrooms and bathrooms;<br>(h) bed linen, blankets or doonas, air or ripple mattresses (if required), absorbent or waterproof covers, sheeting and bed pads (if required), bath towels, hand towels and face washers; |

| Item | Service | Description |
|---|---|---|
| | | (i) laundering of all products mentioned in paragraph (h) |
| 7 | Toiletry goods | The supply of the following goods (or substitutes if needed to meet the individual's medical needs, including specialist products for conditions such as dermatitis) but not including alternative items requested on the basis of the individual's personal preferences:<br>(a) facial cleanser (or alternatives such as facial wipes), shower gel or soap, shower caps, shampoo and conditioner;<br>(b) toothpaste, toothbrushes and mouthwash;<br>(c) hairbrush or comb, shaving cream and disposable razors;<br>(d) tissues and toilet paper;<br>(e) moisturiser and deodorant;<br>(f) cleaning products for dentures, hearing aids, glasses and artificial limbs (and their storage containers) |
| 8 | Personal laundry | The following:<br>(a) laundering (other than by a special cleaning process such as dry cleaning or hand washing) items that can be machine washed, using laundry detergents that meet the individual's medical needs, such as skin sensitivities;<br>(b) if requested, ironing of machine washed clothes (other than underwear and socks);<br>(c) a labelling system for the individual's clothing, but not including alternate labelling systems requested on the basis of the individual's personal preferences;<br>(d) return of personal laundry to the individual's clothing storage space |
| 9 | Meals and refreshments | The following:<br>(a) at least 3 meals served each day (including the option of dessert with either lunch or dinner) plus morning tea, afternoon tea and supper, of adequate variety, quality and quantity to meet the individual's nutritional and hydration needs;<br>(b) special diets where required to meet the individual's medical, cultural or religious needs, including but not limited to enteral feeding, nutritional supplements, texture modified meals and thickened fluids, diets to address food allergies and intolerances, and vegetarian, vegan, kosher and halal diets (but not for meeting the individual's social preferences on food source such as non-genetically modified and organic);<br>(c) reasonable flexibility in mealtimes, if requested, so the individual can exercise choice;<br>(d) a variety of non-alcoholic beverages available at all times (such as water, milk, fruit juice, tea and coffee);<br>(e) eating and drinking utensils and eating aids if needed;<br>(f) snack foods of adequate variety, including fruit and options suitable for texture modified diets, available at all times in the residential care home |

## H3 Residential Non-Clinical Care

Each Residential Care Service Listed below is in the service type Residential Non-Clinical Care:

| Item | Service | Description |
|---|---|---|
| 1 | Care and services administration | Administration related to:<br>(a) the delivery of the other services listed and described in the other items of this table; and<br>(b) the delivery of the services in the service type residential clinical care |
| 2 | Personal care assistance | Personal assistance, including individual attention, individual supervision and physical assistance, with the following:<br>(a) bathing, showering, personal hygiene and grooming (other than hairdressing);<br>(b) dressing, undressing and using dressing aids;<br>(c) eating and drinking, and using utensils and eating aids (including actual feeding if necessary);<br>(d) cleaning of personal items (and their storage containers) needed for daily living, including dentures, hearing aids, glasses, mobility aids and artificial limbs |
| 3 | Communication | Assistance with daily communication, including the following:<br>(a) assistance to address difficulties arising from impaired hearing, sight or speech, cognitive impairment, or lack of common language (for example, visual aids such as cue cards, paper-based photo or alphabet spelling communication boards or books, photo based easy language written information, and menu and activity choice boards or learning of key phrases);<br>(b) fitting sensory communication aids and checking hearing aid batteries |
| 4 | Emotional support | The following:<br>(a) if the individual is experiencing social isolation, loneliness or emotional distress—ongoing emotional support to, and supervision of, the individual (including pastoral support);<br>(b) if the individual is new to the residential care home—assisting the individual to adjust to their new living environment;<br>(c) provision of culturally safe supports that have been determined in consultation with the individual and their supporters (if required) |
| 5 | Mobility and movement needs | The following (other than the provision of motorised wheelchairs, electric mobility scooters, customised aids, or mobility aids requested on the basis of the individual's personal preferences):<br>(a) assisting the individual with moving, walking and wheelchair use;<br>(b) assisting the individual with using devices and appliances designed to aid mobility;<br>(c) the fitting of artificial limbs and other personal mobility aids;<br>(d) supply and maintenance of crutches, quadruped walkers, walking frames, wheeled walkers, standing walkers, walking sticks, wheelchairs and tilt-in-space chairs; |

| Item | Service | Description |
|---|---|---|
| | | (e) aids and equipment used by aged care workers to move the individual, including for individuals with bariatric needs;<br>taking into account:<br>(f) the individual's care, safety and comfort needs; and<br>(g) the individual's ability to use aids, appliances, devices and equipment; and<br>(h) the safety of other individuals and of aged care workers and visitors to the residential care home |
| 6 | Continence management | The following:<br>(a) assisting the individual to:<br>(i) maintain continence or manage incontinence; and<br>(ii) use aids and appliances designed to assist continence management;<br>(b) the supply of aids and appliances designed to assist continence management to meet the individual's needs, including the following:<br>(i) commode chairs, over-toilet chairs, bed-pans, uridomes, and catheter and urinary drainage appliances;<br>(ii) as many continence aids (such as disposable urinal covers, pants, pads, chair pads and enemas) as are needed to meet the individual's needs |
| 7 | Recreational and social activities | Tailored recreational programs and leisure activities (including communal recreational equipment and products) aimed at preventing loneliness and boredom, creating an enjoyable and interesting environment, and maintaining and improving the social interaction of the individual. These programs and activities must include the option of:<br>(a) at least one recreational or social activity each day that is not screen-based, television-based or meal-based; and<br>(b) regular outings into the community (but not including the cost of entry tickets, transport or purchased food and beverages associated with the outings) |

## H4 Residential Clinical Care

The delivery of the services in the service type Residential Clinical Care includes:

| Item | Service | Description |
|---|---|---|
| 1 | Care and services plan oversight | Ensuring that:<br>(a) the individual's care and services plan is carried out; and<br>(b) progress against the care and services plan goals is monitored<br>Note: For requirements for care and services plans, see paragraph 148(e) of the Act and Subdivisions A and D of Division 3 of Part 4 of Chapter 4 of this instrument. For Aged Care Quality Standards for care and services plans, see subsections 15-20(1) to (3) of this instrument. |

| Item | Service | Description |
|---|---|---|
| 2 | Allied health, rehabilitation and therapeutic exercise therapy programs | Allied health, rehabilitation and therapeutic exercise therapy programs that are:<br>(a) designed by:<br>(i) appropriate registered health practitioners; or<br>(ii) appropriate allied health professionals; or<br>(iii) appropriate registered health practitioners and appropriate allied health professionals; and<br>(b) designed in consultation with the individual and their supporters (if required); and<br>(c) delivered in individual or group settings; and<br>(d) delivered by, or under the supervision, direction or appropriate delegation of:<br>(i) registered health practitioners; or<br>(ii) allied health professionals; or<br>(iii) registered health practitioners and allied health professionals; and<br>(e) aimed at maintaining and restoring the individual's physical, functional and communication abilities to perform daily tasks for themselves, including through:<br>(i) maintenance therapy that is designed to provide ongoing therapy services to prevent reasonably avoidable physical and functional decline and maintain and improve levels of independence in everyday living; and<br>(ii) if required, more focused restorative care therapy on a time-limited basis that is designed to allow the individual to reach a level of independence at which maintenance therapy will meet their needs;<br>but not including the following:<br>(f) intensive, long-term rehabilitation services required following (for example) serious illness or injury, surgery or trauma;<br>(g) allied health services and appointments made for or by the individual or their supporters that are in addition to those required to meet the individual's care needs under programs covered by paragraphs (a) to (e). |
| 3 | Medication management | The following:<br>(a) implementation of a safe and efficient system to manage prescribing, procuring, dispensing, supplying, packaging, storing and administering of both prescription and over-the-counter medicines;<br>(b) administration and monitoring of the effects of medication (via all routes (including injections)), including supervision and physical assistance with taking both prescription and over-the-counter medication, under the delegation and clinical supervision of a registered nurse or other appropriate registered health practitioner;<br>(c) reviewing the appropriateness of medications as needed under the delegation and clinical supervision of a registered nurse, or other appropriate registered health practitioner;<br>but not including the cost of prescription and over-the-counter medications |

| Item | Service | Description |
|---|---|---|
| 4 | Nursing | Services provided by or under the supervision of a registered nurse, including but not limited to the following:<br>(a) initial comprehensive clinical assessment for input to the care and services plan for the individual, carried out:<br>(i) in line with the individual's needs, goals and preferences; and<br>(ii) by a registered nurse; and<br>(iii) if required, in consultation with other appropriate registered health practitioners, appropriate allied health professionals, or appropriate registered health practitioners and appropriate allied health professionals;<br>(b) ongoing regular comprehensive clinical assessment of the individual, including identifying and responding appropriately to change or deterioration in function, behaviour, condition or risk, carried out:<br>(i) in line with the individual's needs, goals and preferences; and<br>(ii) by a registered nurse, or an enrolled nurse under appropriate delegation by a registered nurse; and<br>(iii) if required, in consultation with other appropriate registered health practitioners, appropriate allied health professionals, or appropriate registered health practitioners and appropriate allied health professionals;<br>(c) all other nursing services, carried out:<br>(i) by a registered nurse, or an enrolled nurse under appropriate delegation by a registered nurse; and<br>(ii) if required, in consultation with other appropriate registered health practitioners, appropriate allied health professionals, or appropriate registered health practitioners and appropriate allied health professionals<br>Note 1: Examples of services include (but are not limited to) the following:<br>(a) ongoing monitoring and evaluation of the individual, and identification where care may need to be escalated or altered due to the changing health or needs of the individual;<br>(b) maintaining accurate, comprehensive, and up-to-date clinical documentation of the individual's care;<br>(c) assistance with, or provision of support for, personal hygiene, including oral health management and considerations for bariatric care needs;<br>(d) chronic disease management, including blood glucose monitoring;<br>(e) if the individual is living with cognitive decline—support and supervision of the individual;<br>(f) if the individual is living with mental health decline—support and supervision of the individual;<br>(g) establishment and supervision of a pain management plan, including the management and monitoring of chronic pain;<br>(h) medication management (as listed and described in item 3 of this table);<br>(i) insertion, maintenance, monitoring and removal of devices, including intravenous lines, naso-gastric tubes, catheters and negative pressure devices; |

| Item | Service | Description |
|---|---|---|
| | | (j) if the individual has identified feeding and swallowing needs—support for the individual;<br>(k) skin assessment and the prevention and management of pressure injury wounds;<br>(l) establishment and supervision of a continence management plan;<br>(m) stoma care;<br>(n) wound management, including of complex and chronic wounds;<br>(o) provision of bandages, dressings, swabs, saline, drips, catheters, tubes and other medical items required as a part of nursing services;<br>(p) assistance with, and ongoing supervision of, breathing, including oxygen therapy, suctioning of airways and tracheostomy care;<br>(q) required support and observations for peritoneal dialysis treatment;<br>(r) assisting or supporting an individual to use appropriate healthcare technology in support of their care, including telehealth;<br>(s) risk management relating to infection prevention and control;<br>(t) advance care planning, palliative care and end-of-life care.<br>Note 2: For requirements for care and services plans, see paragraph 148(e) of the Act and Subdivisions A and D of Division 3 of Part 4 of Chapter 4 of this instrument. For Aged Care Quality Standards for care and services plans, see subsections 15-20(1) to (3) of this instrument. |
| 5 | Dementia and cognition management | If the individual has dementia or other cognitive impairments:<br>(a) development of an individual therapy and support program designed and carried out to:<br>(i) prevent or manage a particular condition or behaviour; and<br>(ii) enhance the individual's quality of life; and<br>(iii) enhance care for the individual; and<br>(b) ongoing support (including specific encouragement) to motivate or enable the individual to take part in general activities of the residential care home (if appropriate) |
| 6 | General access to medical and allied health services | The following:<br>(a) making arrangements for registered health practitioners to visit the individual for any necessary registered health practitioner appointments (but not the cost of the appointments or any gap payments charged for the appointments);<br>(b) making arrangements for the individual to attend any necessary registered health practitioner appointments (but not the cost of the appointments or any gap payments charged for the appointments, or transport or escort costs);<br>(c) if required, making arrangements for allied health professionals to visit the individual, or for the individual to visit an allied health professional, for any services or appointments mentioned in paragraph (f) of item 2 of this table (but not the cost of the |

| Item | Service | Description |
|---|---|---|
| | | appointments or any gap payments charged for the appointments, or transport or escort costs);<br>(d) if required, provision of audio-visual equipment for use with telehealth appointments;<br>(e) arranging for an ambulance in emergency situations |

# Part I: Aged Care Code of Conduct

# Part J: Extra Conditions

**Extra Condition 1:**
Spc1

**Extra Condition 2:**
Spc2

**Extra Condition 3:**
Spc3

**Extra Condition 4:**
Spc4

**Extra Condition 5:**
Spc5

# Part K: Definitions

In this Agreement:

(1) **Access Approval** means an access approval under the Aged Care Act, based on your eligibility to access residential care, covering the Services we provide at the Residential Care Home, including on Date of this Agreement the access approval set out in Part M.

(2) **Accommodation** means your Room in the Residential Care Home, as specified in the Agreement Details (subject to changes to the Room allocated to you), and any Communal Areas forming part of the Residential Care Home and where the context permits, includes any Room Services.

(3) **Accommodation Contribution** means a contribution payable for your Accommodation if you are an eligible resident. The amount of the contribution is the amount assessed for the resident in accordance with the Aged Care Act.

(4) **Accommodation Cost** means an Accommodation Payment or an Accommodation Contribution, as the case may be.

(5) **Accommodation Payment** means the payment for your Accommodation and the amount that is the Published Accommodation Payment Amount (unless we agree to a lower amount). If you move rooms the Accommodation Payment amount may change pursuant to Part D and the Aged Care Act.

(6) **Ad-hoc Higher Everyday Living Services** means any ad-hoc or point of sale Higher Everyday Living Service you agree to purchase from us.

(7) **Aged Care Act** or **Act** means the *Aged Care Act 2024* (Cth) and its associated rules and, to the extent relevant, *Aged Care Act 1997* (Cth), the *Aged Care (Transitional Provisions) Act 1997* (Cth) and their associated regulations and principles.

(8) **Aged Care Code of Conduct** means the code of conduct under the Aged Care Act establishing how we and our personnel must treat you as a resident as set out in Part I.

(9) **Aged Care Quality Standards** means the aged care quality standards set out in the Aged Care Act.

(10) **Aged Care Rules** or **Rules** means the *Aged Care Rules 2025* (Cth).

(11) **Agreed Accommodation Payment Amount** means the Published Accommodation Payment Amount or if the Agreement Details record that we've agreed to a reduced room price applying on the Start Day, the amount specified in the Agreement Details, unless your Means Tested Assessment is based on estimated amounts, incorrect or altered, in which case, the Published Accommodation Payment Amount applies in accordance with clause C1.

(12) **Agreement** means this agreement, including the Agreement Details, the Parts, any associated documents issued under this agreement, and any Variation, but in the event that you withdraw from this Agreement, either before the Start Day within 14 days of entering into this Agreement, or after the Start Day within 28 days of entering into this Agreement, excluding from that time any Part which ceases to have effect under the Aged Care Act.

(13) **Agreement Details** means the details at the start of this Agreement.

(14) **Australian Consumer Law** means the law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

(15) **Basic Daily Fee** means the standard resident contribution as set out in the Aged Care Act. It is an amount equal to 85% of the basic age pension unless otherwise determined by the Minister. The Basic Daily Fee is adjusted by the Department in line with changes to the basic age pension.

(16) **Bed Reservation Fee** means the fee we can charge if your absence from the Residential Care Home affects:

(a) the amount of subsidies or supplements we receive under the Aged Care Act, an amount equal to the subsidies or supplements that we would have received under the Aged Care Act if you were not on leave and includes where the context permits transitional bed reservation fees; and/or

(b) the amount of Higher Everyday Living Service Fees we can charge under a Higher Everyday Living Agreement and the Aged Care Act, an amount equal to the Higher Everyday Living Service Fees we would have received if you were not on leave; and/or

(c) any other amounts we can charge or receive under this Agreement or the Aged Care Act, an amount equal to the amount we could have charged or would have received if you were not on leave,

excluding any amount we cannot charge or receive for the relevant period under the Aged Care Act.

(17) **Behavioural Protocols** means our protocols, code or charter of conduct of behavioural and social expectations and practices for the Residential Care Home, as set out in Part F and/or any additional or replacement requirements notified by us in accordance with this Agreement.

(18) **Charged Property** means if the Agreement Details record that you and/or a Guarantor have agreed to charge property or you and/or a Guarantor agree after the Date of this Agreement to charge property for the purposes of this Agreement and any Higher Everyday Living Agreement:

(a) in relation to you, any real estate in which you have an interest, including the property specified in the Agreement Details (if any); and

(b) in relation to a Guarantor, any real estate in which the Guarantor has an interest, including the property specified in the Agreement Details (if any).

(19) **Communal Areas** means the parts of the Residential Care Home which are allocated by us as areas that you have a non-exclusive right to use in common with other residents.

(20) **Compensation Payment Fee** means the compensation payment reduction as set out in the Aged Care Act.

(21) **Complaints Commissioner** means the Aged Care Complaints Commissioner established under the Aged Care Act (or any successor).

(22) **Complaints, Feedback and/or Whistleblower Policy(ies)** means the policy or policies outlined to you in connection with this Agreement, including those specified in Part G, and/or any additional or replacement policies notified by us in relation to the management or regulation of complaints, feedback and/or whistleblower protections in connection with the Residential Care Home.

(23) **Consumer Advisory Body** means a consumer advisory body established by us in relation to the Residential Care Home and permanent care for the purposes of the Aged Care Act.

(24) **Contribution** means a contribution we can charge you under the Aged Care Act for or in connection with the Services and includes the Basic Daily Fee, the Hotelling Contribution and/or the Non-clinical Care Contribution or the Means Tested Care Fee (as applicable).

(25) **Consumer Guarantees** means the guarantees set out in Division 1 of Part 3.2 of the Australian Consumer Law.

(26) **Daily Accommodation Contribution** or **DAC** means an Accommodation Contribution which accrues daily and is payable by periodic payment and which is:

(a) calculated in accordance with the Method of Calculation; and

(b) indexed in accordance with the Daily Accommodation Payment Indexation.

(27) **Daily Accommodation Payment** or **DAP** means an Accommodation Payment that accrues daily and is paid by periodic payment and which is:

(a) calculated in accordance with the Method of Calculation; and

(b) indexed in accordance with the Daily Accommodation Payment Indexation.

(28) **Daily Accommodation Payment Indexation** means the method for indexing Daily Payments, being the indexation prescribed or permitted under the Aged Care Act.

(29) **Daily Means Tested Amount** means the amount set in the Aged Care Act, which determines whether you pay an Accommodation Payment or Accommodation Contribution.

(30) **Daily Payment** means a DAP or DAC calculated in accordance with the Method of Calculation, including any Daily Accommodation Payment Indexation.

(31) **Date of this Agreement** means the date set out in the Agreement Details or if no date is specified, the date on which we and you have executed this Agreement, or if you do not execute this Agreement, the date on which this Agreement is deemed to apply.

(32) **Department** means the Commonwealth Department of Health, Disability and Ageing or any successor or substitute Commonwealth government department or instrumentality under the Aged Care Act.

(33) **DVA** means the Commonwealth Department of Veterans' Affairs or any successor or substitute Commonwealth government department or instrumentality.

(34) **Emergency Event** means an event, or series of events, which may give rise to an emergency, such as an outbreak of contagious disease, fire, flood, war, strike or riot or act or event of a similar nature which may affect the Residential Care Home or people at the Residential Care Home, including the residents or staff of the Residential Care Home.

(35) **Emergency Leave** means Leave you are permitted to take from the Residential Care Home under the Aged Care Act in the event of an emergency, without affecting your right to ongoing Accommodation at the Residential Care Home.

(36) **Extra Condition** means an extra condition we agree to as set out in Part J.

(37) **Fee Reduction Supplement** means the fee reduction supplement as set out in the Aged Care Act, including under section 231 of the Aged Care Act and section 231-15 of the Aged Care Rules.

(38) **Financial and Prudential Management System** means a financial and prudential management system for the purposes of the Financial and Prudential Standards.

(39) **Financial and Prudential Standards** means the financial and prudential standards under the Aged Care Act.

(40) **Government** includes government departments and agencies who oversee or administer matters relevant to the provision of Services, including the Commissioner, the Department, the Inspector-General of Aged Care, Services Australia and the System Governor.

(41) **Guarantor** means the person or people specified as the guarantor(s) in the Agreement Details.

(42) **Hardship Supplement** means a supplement that we may receive in respect of you if you are approved for financial hardship assistance in accordance with the Aged Care Act.

(43) **Higher Everyday Living Agreement** means any agreement(s) between you and us on or after the Start Day for or concerning the delivery of Higher Everyday Living Services in return for the Higher Everyday Living Services Fee, including any agreement comprising:

(a) a Higher Everyday Living Services Purchase Order or, as applicable:

(i) any other acknowledgement between you and us on or after the Start Day that a Higher Everyday Living Service will be provided in accordance with this Agreement and the Higher Everyday Living Services Purchase Order or acknowledgement; or

(ii) a request for an Ad-hoc Higher Everyday Living Service and any terms notified at the time of purchase; and

(b) the agreed amounts payable for the Higher Everyday Living Services; and

(c) relevant sections of this Agreement, including sections of this Agreement concerning payments to us, security for payments, interest on late payments and permitted deductions from the Refundable Deposit.



(44) **Higher Everyday Living Services** means the following services we agree on or after the Start Day to deliver to you, for the Higher Everyday Living Services Period, in return for a Higher Everyday Living Services Fee:

(a) for the services in the Residential Care Service List (apart from residential accommodation), the service at a standard, specified in the Higher Everyday Living Agreement, higher than the standard that the Aged Care Act requires the service to be delivered to you at, such as in accordance with the Aged Care Quality Standards; and

(b) for services <u>not</u> in the Residential Care Service List, the service that is connected to a service in the Residential Care Service List including but not limited to a service that is incidental to, or capable of enhancing the quality of, a service in the Residential Care Service List,

including Higher Everyday Living Services Items and Higher Everyday Living Services Packages, but excluding services provided to you by a third party for a charge under an agreement between you and the third party, including if the charge is collected by us on behalf of the third party.

(45) **Higher Everyday Living Services Fee** means the fee you must pay for the Higher Everyday Living Services delivered to you under a Higher Everyday Living Agreement including any variations to that fee under the Higher Everyday Living Agreement and where the context permits **Higher Everyday Living Services Fees** means each Higher Everyday Living Services Fee chargeable by

us or payable by you, subject to any indexation under the Aged Care Act and any other agreed variation which isn't contrary to the Aged Care Act.

(46) **Higher Everyday Living Services Items** means a Higher Everyday Living Service that can be purchased separately for a Higher Everyday Living Services Fee, including an Ad-hoc Higher Everyday Living Service, agreed with you on or after the Start Day, and which may be varied from time to time in accordance with the Higher Everyday Living Agreement or any other applicable terms but excludes any part of a Higher Everyday Living Services Package.

(47) **Higher Everyday Living Services Package** means a single package of the multiple items forming a Higher Everyday Living Services that must be purchased together for a Higher Everyday Living Services Fee, agreed with you on or after the Start Day, and may be varied from time to time in accordance with the Higher Everyday Living Agreement or any other applicable terms.

(48) **Higher Everyday Living Services Period** means for each Higher Everyday Living Service the period starting on the day you enter into a Higher Everyday Living Agreement or the time an Adhoc Higher Everyday Living Service is to be provided or a Higher Everyday Living Service is to commence under a Higher Everyday Living Services Purchase Order and ending on the sooner of:

(a) the date this Agreement or the Higher Everyday Living Agreement ends;

(b) the end of any agreed period for the delivery of the Higher Everyday Living Services;

(c) if you are accessing short-term funded aged care services, the end of the period during which we provide to you the short-term funded aged care services;

(d) the expiration of any notice you or we may give to stop receiving or providing Higher Everyday Living Services; and

(e) any other agreed date,

and, for the avoidance of doubt, the cessation of an item or items in the Higher Everyday Living Services Package for any reason does not cause the end of the period for the remaining item(s).

(49) **Higher Everyday Living Services Purchase Order** means a form used on or after the Start Day to request, confirm, change or cancel a purchase of Higher Everyday Living Services, as included in or established under a Higher Everyday Living Agreement or notified to you.

(50) **Hospital Leave** means Leave you take to spend time in hospital and includes hospital leave, hospital transition leave and extended hospital leave as set out in the Aged Care Act.

(51) **Hotelling Contribution** means the hotelling contribution as set out in the Aged Care Act.

(52) **Investment Management Strategy** means an investment management strategy for the purposes of the Financial and Prudential Standards.

(53) **Leave** means being away from the Residential Care Home overnight.

(54) **Liquidity Management Strategy** means a liquidity management strategy for the purposes of the Financial and Prudential Standards.

(55) **Low Means Resident** means a Resident who, as at the Start Day or other relevant time, has been assessed as not being eligible to pay an Accommodation Cost but who may become eligible to pay an Accommodation Contribution at any point during their time at the Residential Care Home in accordance with the Aged Care Act.

(56) **Maximum Accommodation Supplement** is as set out in the Aged Care Act and is a supplement we may receive from Government for residents who cannot meet their Accommodation Cost.

(57) **Means Not Disclosed Status** has the meaning in the Aged Care Act and which subject to the Aged Care Act is where:

(a) The System Governor determines that you have that status for the purposes of the Aged Care Act; or

(b) You notify the System Governor that you choose to have the status, by choosing not to provide financial information to the Government for the purposes of allowing a determination of your daily means tested amount,

and that status isn't revoked or withdrawn.

(58) **Means Tested Assessment** is an amount, worked out in accordance with the Aged Care Act, which determines your eligibility to pay a Contribution and/or an Accommodation Payment and the amount or maximum amount of a Contribution and/or an Accommodation Payment (if any) based on your means (being your assets and income) and includes where the context permits the Daily Means Tested Amount.

(59) **Means Tested Care Fee** means the means tested care fee as set out in the Aged Care Act applicable to a resident who was approved for or receiving a home care package on or before 12 September 2024.

(60) **Method of Calculation** means the method of calculating your Accommodation Cost under the Aged Care Act, including as at the date of this Agreement, as set out in Part L.

(61) **MPIR** means on the relevant day the maximum permissible interest rate prescribed by the Aged Care Act, fixed at the time prescribed in the Aged Care Act and which, based on the information available to us as at the Date of this Agreement, is the amount set out in the Agreement Details.

(62) **Nominee** means any person(s) we appoint to provide care or otherwise act on our behalf in connection with this Agreement or a Higher Everyday Living Agreement and perform some of our obligations under this Agreement or a Higher Everyday Living Agreement, including an agent or manager.

(63) **Non-clinical Care Contribution** means the non-clinical care contribution as set out in the Aged Care Act.

(64) **Part** means a section of this Agreement with the heading 'Part'.

(65) **Payment Cycle** means the manner or intervals when fees and charges are payable to us, as specified in the Agreement Details or notified to you or in the case of an amount which is not payable at regular intervals, on demand and on this Agreement ending, means the date this Agreement ends.

(66) **Permitted Temporary Leave** means any temporary Leave you are permitted to take from the Residential Care Home under the Aged Care Act without affecting your right to ongoing Accommodation at the Residential Care Home, including Social Leave and Emergency Leave.

(67) **Pre-entry Leave** means any leave taken by you prior to the Start Day pursuant to the Aged Care Act.

(68) **Price Agreement Day** has the meaning in the Aged Care Act and which subject to the Aged Care Act is the earlier of the Date of this Agreement, the Start Day and any other date on which your

Accommodation Payment is agreed, or if after that date you move or are required to move to another Room or bed in the Residential Care Home, the date prescribed in clause D4.

(69) **Prudential Requirements** means the prudential requirements applicable to us under the Aged Care Act.

(70) **Published Accommodation Payment Amount** means:

(a) for the Room specified in the Agreement Details, the amount specified in the Agreement Details (if any) or, if no amount is specified or the amount specified is nil, zero or not applicable, the amount that is advertised for your Room on the earlier of the Date of this Agreement and the Start Day; and

(b) if you move to another Room and you are required to pay a higher Accommodation Payment amount pursuant to Part D, the amount that is advertised for your Room on the new Price Agreement Day.

(71) **Refundable Accommodation Contribution** or **RAC** means an Accommodation Contribution that does not accrue daily and is paid as a lump sum.

(72) **Refundable Accommodation Deposit** or **RAD** means an Accommodation Payment that does not accrue daily and is paid as a lump sum.

(73) **Refundable Deposit** means a Refundable Accommodation Deposit or Refundable Accommodation Contribution as applicable.

(74) **Refundable Deposit Balance** means, in relation to a Refundable Deposit at a particular time, an amount equal to the difference between the amount of the Refundable Deposit and any amounts that have been, or are permitted to be, deducted at the time from the Refundable Deposit under the Aged Care Act.

(75) **Registered Provider** means the registered provider for the Residential Care Home for the purposes of the Aged Care Act, which initially is the provider set out in the Agreement Details, and where the context permits, includes the Registered Provider's Nominee. '**We**', '**us**' and '**our**' have a corresponding meaning.

(76) **Resident** means:

(a) **you**, being the individual(s) specified in the Agreement Details who will receive Services and, if there are more than one, them jointly and severally during their period of combined occupation and upon one ceasing to occupy the Residential Care Home, the survivor, if they continue to reside in the Residential Care Home, and on the death of the Resident, means the Resident's authorised representative; and

(b) includes where the context permits, your authorised representative(s).

(77) **Resident Contribution** means the resident contribution as set out in in the Aged Care Act and calculated as a daily amount for or in connection with the Residential Care provided to you, which as at the date of preparing this Agreement is as follows:

(a) take the Basic Daily Fee for you;

(b) *add* the Compensation Payment Fee (if any);

(c) *add* the Hotelling Contribution (if applicable/any);

(d) *add* the Non-Clinical Care Contribution or the Means Tested Care Fee (as applicable to you, if any); and

(e) *subtract* the Hardship Supplement (if applicable) for that day,

and includes where the context permits, any Transitional Resident Contribution.

(78) **Residential Care** means the provision of Services in a residential care home setting.

(79) **Residential Care Home** means the approved residential care home through which Services are provided as set out in the Agreement Details.

(80) **Residential Care Service List** means the list of services under the Aged Care Act that we must provide in a residential care home setting, which as at the date of preparing this Agreement are the services set out in Part H.

(81) **Retention Amount** means the retention amount(s) we can deduct from the Refundable Deposit under the Aged Care Act, in accordance with the rate of retention under the Aged Care Act, up to the maximum amount(s) permitted under the Aged Care Act in any relevant period.

(82) **Room** means the room or bed specified in the Agreement Details or, if you move within the Residential Care Home in accordance with this Agreement, the room or bed you move to.

(83) **Room Services** means any services that the Accommodation Payment entitles you to receive and which aren't part of the Residential Care Service List or a Higher Everyday Living Service agreed on or after the Start Day, including any services of that type set out in the Agreement Details or outlined by us in connection with the Published Accommodation Payment Amount, for so long as they are offered and provided.

(84) **Rules of Occupancy** means the rules as set out in Part E and/or any additional or replacement rules notified by us in relation to the occupation of the Residential Care Home.

(85) **Services** means:

(a) the services we assess you require from the Residential Care Service List and which the Aged Care Act obliges us to provide to you from the Residential Care Service List; or

(b) if don't have an Access Approval and we have agreed to provide services under this Agreement, the services we agree to provide in a residential care home setting from time to time.

(86) **Social Leave** means Leave you take for social reasons, including holidays, visiting family or any other reason you choose.

(87) **Start Day** means the date you agree you will enter the Residential Care Home, as specified in the Agreement Details, if our requirements for entry are met, or any other date you actually enter the Residential Care Home with our agreement, which is also the date this Agreement commences.

(88) **Statement of Rights** means the Statement of Rights under the Aged Care Act, which as at the date of preparing this Agreement is in the form set out in Part A.

(89) **Supporter** means a person or people who are authorised to act as your supporter under the Aged Care Act.

(90) **System Governor** means the Secretary of the Department.

(91) **Transition Care Leave** means Leave you are permitted to take from the Residential Care Home under the Aged Care Act after being in hospital, without affecting your right to ongoing Accommodation at the Residential Care Home.

(92) **Transitional Resident Contribution** means the transitional resident contribution as set out in in the Aged Care Act, calculated as a daily amount for or in connection with the Residential Care provided to you, if a transitional resident contribution applies to you.

(93) **Variation** means any change made pursuant to or in accordance with this Agreement and any other variation agreed by us and you or which you are taken to have agreed to.

Unless inconsistent with the context, other terms defined in the Aged Care Act and used in this Agreement in the manner contemplated by the Act, have the meaning given to them in the Act. In addition, a capitalised term identified as bolded text in a Part of this Agreement has the meaning given in that context.

# Part L: Method of Calculating Accommodation Cost

| Type of payment | Steps to calculate the amount |
|---|---|
| **Daily Accommodation Payment** | **Step One:** Work out the maximum permissible interest rate for the day.<br>**Step Two:** Multiply the rate under step one by the agreed accommodation payment amount.<br>**Step Three:** Divide the step two amount by 365 (round to 2 decimal places, rounding up if the third decimal place is 5 or more).<br>**Step Four:** Apply any applicable indexation to the step three sum under the Aged Care Act. |
| **Agreed Accommodation Payment Amount (expressed as a Refundable Accommodation Deposit Amount and Daily Accommodation Payment Amount)** | **Step One:** Work out the maximum permissible interest rate for the individual's price agreement day.<br>**Step Two:** Multiply the maximum permissible interest rate under step one by the agreed accommodation payment amount.<br>**Step Three:** Divide the step two amount by 365 (round to 2 decimal places, rounding up if the third decimal place is 5 or more).<br>**Step Four:** Apply any applicable indexation to the step three sum under the Aged Care Act. |
| **Combination of Refundable Accommodation Deposit and Daily Accommodation Payments** | **Step One:** Work out the daily accommodation payment as if no refundable accommodation deposit has been made.<br>**Step Two:** Work out the individual's refundable deposit balance for the relevant day (including if this is a zero amount) and add any deductions made under section 308 of the Aged Care Act on or before the relevant day.<br>**Step Three:** Divide the step two amount by the agreed accommodation payment amount.<br>**Step Four:** Subtract the step three amount from one.<br>**Step Five:** Multiply the step four amount by the step one amount (round to 2 decimal places, rounding up if the third decimal place is 5 or more). |
| **Refundable Accommodation Contribution** | **Step One:** Work out the maximum amount of daily accommodation contribution the individual could be charged.<br>**Step Two:** Multiply the amount worked out at step one by 365 (rounding to 2 decimal places, rounding up if the third decimal place is 5 or more).<br>**Step Three:** Divide the step two amount by the maximum permissible interest rate for the individual's start day for the classification type.<br>**Step Four:** Subtract from the amount worked out at step three the sum of any deductions made on or before the relevant day from the refundable accommodation contribution in accordance with section 308 of the Aged Care Act. |
| **Combination of Refundable Accommodation Contribution and Daily Accommodation Contributions** | **Step One:** Work out the maximum permissible interest rate that applies on the individual's start day for their classification type in the residential care service group.<br>**Step Two:** Subtract the individual's refundable deposit balance (for the relevant day) from their maximum refundable accommodation contribution.<br>**Step Three:** Multiply the maximum permissible interest rate (step one) by the difference calculated in step two.<br>**Step Four:** Divide the result from step three by 365 (rounded to 2 decimal places, rounding up if the third decimal place is 5 or more). |

| | | |
|---|---|---|
| **Daily Payments Indexation** | **Step One:** | Work out the maximum daily payment amount the individual could be charged. |
| | **Step Two:** | Work out the indexation factor by dividing the daily payment index number for the indexation day* by the daily payment index number for the individual's reference indexation day (rounded to 4 decimal places, rounding up if the fifth decimal place is 5 or more). |
| | **Step Three:** | Multiply the amount worked out under step 1 by the indexation factor worked out under step 2 (rounding the result to 2 decimal places, rounding up if the third decimal place is 5 or more). |
| | *Indexation day means 20 March and 20 September. | |

# Part M: Access Approval