

Accommodation Agreement

(Shared Living Resident – Gateway house)



PART 1 – AGREEMENT

1. Agreement details

Resident
This agreement is for [insert name], a participant in the National Disability Insurance Scheme (NDIS) or Disability Support for Older Australians (DSOA) program (Resident).
House
This agreement is for the Resident to live in either a shared living house, villa or studio depending upon the accommodation chosen and located at [insert address], or a replacement house, villa or studio as nominated under the terms of this agreement (House).
Parties
This agreement is between: (a) Gateway 2015 Properties Limited A.C.N. 605 918 947 as Trustee of the Gateway 2015 Properties Trust, of 185 Allambie Road, Allambie Heights NSW 2100, (Gateway); and (b) [Insert name] (Resident) or [Insert name], [insert relationship to Resident] (Resident's Representative). <i>If the Resident's Representative signs this agreement for a Resident, Gateway must sight evidence of how they are authorised to act for the Resident.</i>
National Disability Insurance Scheme (NDIS)
Gateway NDIS Provider number: 4050004753 [Delete below if House is not SDA eligible] House Specialist Disability Accommodation (SDA) design classifications: (a) Dwelling enrolment number: [insert number] (b) Design category: [select one] Basic, Improved liveability, Fully accessible, Robust, High physical support (c) Building type: [insert type]
Start and End Dates
This agreement starts when the Resident moves in their accommodation and continues until ended by either Party in accordance with clause 14.

Key Contacts

Key contact details are included in Schedule 1.

Right to Negotiate

Prior to this document being signed you or the person who represents you has the right to negotiate with us on the terms that will make up your agreement.

2. Purpose of agreement

This agreement is made for the purpose of:

- Providing the Resident with appropriate accommodation to meet their Supported Independent Living (**SIL**) support services needs under their National Disability Insurance Scheme (**NDIS**) or Disability Support for Older Australians (**DSOA**) plan.
- Recording the terms of business under which Gateway will provide the Resident their accommodation.

PART 2 – SERVICES

3. Provision of accommodation

The Resident will be provided an individual bedroom in the House specified in Part 1.

The Resident will have shared access with other residents of the House to all common areas of the House, including but not limited to kitchen, laundry, bathroom, garage, lounge room, dining room, outdoor area, corridors and walkways.

3.1 Accommodation services

In return for payment of the fees described in Clause 9, and up to the value of those fees, Gateway agrees to:

- Organise connection of utilities, internet, and phone.
- Make repairs to building, shared furnishings and appliances, not intentionally damaged or caused by a resident.
- Provide appropriate building insurance.

4. Responsibilities of Gateway

Gateway agrees to:

- Provide and maintain the House in a good state of repair and respond in a timely manner to requests for general maintenance or undertake general repairs to the House,

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- having regard to the safety, security and personal privacy of the residents.
- b) Ensure the House is fitted with adequate locks and security features to enable it to be kept reasonably secure.
 - c) Take all reasonable steps to enable the Resident to have quiet enjoyment of their individual bedroom.
 - d) Treat the Resident with courtesy and respect.
 - e) Protect the Resident's privacy and confidential information.
 - f) Provide accommodation which complies or will comply with all relevant building codes, accommodation standards and all relevant laws.
 - g) Comply with all relevant standards, guidelines and codes of conduct as are applicable to this agreement.
 - h) Have appropriate, and current, insurances in place for workers compensation, public liability, professional indemnity, and home and contents insurance for Gateway property.
 - i) Take all necessary steps to fulfil its obligations to workers and other people at the House under Work Health and Safety legislation, including to liaising with the Accommodation Provider to address maintenance issues.
 - j) Provide a schedule of safety features, fire alarms and evacuation procedures at the House for reference by all service providers, visitors and residents.

5. Responsibilities of the Resident or Resident's Representative

The Resident or Resident's Representative agrees to:

- a) Furnish their individual bedroom with a bed and furniture of reasonable and safe quality, and replace such furnishings when necessary.
- b) Treat Gateway, their staff and contractors with courtesy and respect.
- c) Use the House for residential purposes only.

- d) Not intentionally damage their bedroom or any other part of the House or chattels and to pay the costs of repair or replacement if this occurs.
- e) Respect other residents and their right to treat the House as their home.
- f) Notify Gateway of any maintenance or repair work that needs to be done in the Resident's bedroom as set out in clause 11 unless clause 10 applies where Gateway must undertake inspections for repairs.
- g) Notify Gateway if the Resident is planning a holiday, going into hospital or other absences

6. House rules

The Resident will be required to comply with House Rules along with the other residents of the House that are set out in their terms with the SIL support services provider. Please refer to the Support Services Agreement with the SIL support services provider for more information about House Rules.

7. Alterations to the House

If the Resident requires any alterations to be made to the House for their use (for example, the installation of ramps or hoists), then to the extent Gateway agrees in its absolute discretion to make these alterations (although approval will not be withheld for reasonable requests), the Resident must pay Gateway for the costs it incurs in making these alterations.

PART 3 – TERMS OF BUSINESS

8. Conflict of interest and relationships

The Resident acknowledges that the SIL support services provider is required to have an agreement in place with Gateway as the accommodation provider who is managing the house. The Resident needs to be comfortable with the relationship between Gateway and their SIL support services provider before they sign this agreement and it is advisable that the Resident and /or the Resident's Representative make their own enquires to ensure they are comfortable with this arrangement.

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9. Accommodation payments

9.1 Reasonable rent contribution

The Resident agrees to pay the reasonable rent contribution.

The reasonable rent contribution is equal to:

- a) 25% of the Disability Support Pension for which the Resident is eligible (or would have been eligible if the Resident had no income); and
- b) 25% of the Pension Supplement to the Disability Support Pension for which the Resident is eligible (or would have been eligible if the Resident had no income); and
- c) 100% of the Commonwealth Rental Assistance payment for which the Resident is eligible (or would have been eligible if the Resident had no income).

The dollar amounts will increase automatically whenever the Government implements an increase to the Disability Support Pension, Pension Supplement and Commonwealth Rental Assistance, to maintain the same percentage.

If the Resident is not eligible for either a Disability Support Pension or Commonwealth Rental Assistance then their reasonable rent contribution will be calculated as 25% of the basic rate of the Disability Support Pension applicable for their circumstances.

All amounts under this clause are payable fortnightly via direct debit as per clause 9.5.

9.2 Specialist Disability Accommodation (SDA) payment

If the Resident has SDA funding, Gateway will seek payment from the NDIA in accordance with the relevant NDIS rules, guidelines and terms of business, or for DSOA participants from the Department of Health and Aged Care.

If the price or amount of SDA funding is increased during the term of this agreement then Gateway will be entitled to seek payment of the increased price or amount.

9.3 Other support services fees

Please refer to the Support Services Agreement with the SIL support services provider for the amount of the Resident's board, meals, utilities, transport and any other fee-for-service payments

including what costs they will cover and the method and timing for payment.

9.4 Absences

If the Resident is temporarily absent from the House up to a maximum of 60 days, they are required to tell Gateway and are required to continue making their accommodation payments.

If the Resident is absent from the House in excess of 60 days, then this agreement will terminate from the date that the accommodation payments and any other payments required under this agreement are due to Gateway but not paid by the relevant due date.

9.5 Direct debit authorisation

The Resident or Resident's Representative must complete a direct debit request form before being provided accommodation authorising Gateway to debit amounts invoiced in respect of the reasonable rent contribution payable under clause 9.1.

Gateway reserves the right to not accept any alternative payment method that incur processing fees or charges, including but not limited to credit card, cash and cheque.

10. Inspections and access

Gateway staff or contractors can visit and inspect the shared areas of the House at any reasonable time. Repairs, cleaning, maintenance, upgrades and renovations of the shared areas can be done by Gateway at any reasonable time.

Gateway may need to enter the Resident's bedroom, and must give the Resident notice as below:

Reason access is required	Notice period
In an emergency, or to carry out emergency repairs or inspections	Immediate access
To carry out general repairs and maintenance	24 hours
To carry out any other works, including structural works or house upgrades	24 hours
To show the bedroom to a prospective resident after notice to terminate/exit has been given/received	48 hours
To carry out inspections	48 hours
For any other reason	48 hours

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If the Property Owner needs to access the House (including the Resident's bedroom) for repairs, maintenance, renovations or to sell the House, they will advise Gateway, who must advise the Resident using the time frames shown above.

11. Maintenance Reporting Process

- a) The Resident should report maintenance issues (broken, damaged, not working) to any staff member of the SIL support services provider working with the House.
- b) The SIL support services provider will notify Gateway and organise for the appropriate repairs and maintenance to resolve the issue.
- c) The Resident may request an update on the status of any maintenance request submitted by asking the SIL support services provider staff members.
- d) Alternatively, maintenance issues can be reported to the Property Administration on 02 8977 8897 or maintenance@sunnyfield.org.au

12. Damage to the House

If the House becomes so damaged (for example by fire or flood) that it is no longer safe or practical for the Resident to live there, Gateway will write to the Resident:

- a) Explaining how they will repair the damage to the House; or
- b) Work with the NDIA and SIL support services provider to find the Resident temporary accommodation to the extent that this is available based on the damage assessed or find another permanent home and end this agreement.

PART 4 – TERM OF AGREEMENT

13. Changes to this agreement

If changes to this agreement are required, the Resident or Resident's Representative and Gateway agree to discuss and review any changes to the agreement and to act in good faith and in a diligent matter in relation to any negotiations for changes. The Parties agree that any changes to this agreement or Schedule 1 will be in writing, signed, and dated by the Parties.

14. Ending this agreement

14.1 Termination by vacating premises

Gateway agrees that the Resident has the right to occupy their bedroom and use the shared areas during the length of this agreement but this agreement will terminate automatically if the Resident stops living at the House permanently, or if the Resident is absent from the House in excess of 60 days.

14.2 Resident's right to end this agreement

If the Resident wishes to leave the House, they may end this agreement at any time by giving Gateway 60 days' notice in writing. The Resident will be required to make all the accommodation payments as per Section 9 until the end of the notice period unless Gateway agrees otherwise in writing.

14.3 Resident's terminates Gateway lease agreement for a change of accommodation provider

The Resident, may give notice, in writing to Gateway to terminate this agreement subject to:

- a) all other residents agreeing to the termination in writing; and
- b) the Property Owner and all residents have a party to take over the lease from Gateway; and
- c) Gateway surrenders its lease on appropriate terms with the Property Owner and any associated costs will be borne by the clients; and
- d) the Resident agrees that they will be required to make all fee payments as per clause 9 until the new party takes over the lease accommodation. Gateway will undertake a transition in accordance with clause 14.

14.4 Gateway's right to end this agreement

Gateway may terminate this agreement by providing the Resident with at least three (3) months' notice in writing at any time. Gateway may also end this agreement with less notice if one of the following occurs:

- a) If the Resident is found to be conducting an illegal activity at the House (and the illegal activity is not ceased immediately upon notice from Gateway).

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- b) The Resident has not paid the accommodation payments required under this agreement and does not pay these amounts within 14 days of receiving an overdue notice.
- c) If the House is eligible for SDA and the Resident ceases to have SDA in their NDIS or DSOA plan.
- d) If the Property Owner terminates its lease with Gateway, Gateway will look to identify suitable alternative accommodation for the Resident and if it has exhausted its ability to find accommodation that is suitable.

The Parties agree that before a termination notice is given that they will meet in good faith and work together to identify a solution for the Resident's benefit and is acceptable to Gateway.

14.5 Agreement can end upon specific event

The agreement may be terminated by Gateway providing the Resident with at least three (3) months' notice in writing from the timing set out in this clause and based upon the following events:

- a) The Resident cannot be supported at the House without serious risk of harm to themselves, staff or other residents.
- b) The Resident does not have:
 - i. an agreement with a SIL support services provider in place living at the House; or
 - ii. clear terms defining the services and responsibilities between multiple SIL providers; and
 - iii. the SIL providers do not co-operate with each other to co-ordinate the support services.

The Parties acknowledge that before a termination notice is issued in clause 14.5 a) or 14.5 b), that the Parties will meet within 15 days and in good faith and work together to identify a solution for the Resident's benefit and acceptable to Gateway. If no solution is found the Resident has a further 15 days to notify Gateway that their matter is unresolved and within 15 days from receipt of their issues in writing, senior representatives acting for Gateway will meet to hear and determine the matter with the

Resident. If a solution is found the parties agreement will be amended in accordance with clause 13. If no agreement is reached Gateway's three (3) month termination notice period shall begin to apply in accordance with this clause 14.5.

14.6 Removal of belongings

The Resident will be required to remove their belongings by the date they leave the House or as required by Gateway. If the Resident leaves their belongings behind after ending this agreement, Gateway will hold the belongings for 30 days. If the Resident does not collect their belongings within 30 days, on the 31st day Gateway may dispose of the belongings or store them for a short period for collection, if requested to do so in writing.

15. Change of accommodation provider

Gateway may no longer manage the House where it assigns its rights and obligations under this agreement to a new accommodation provider or Property Owner. If this occurs, the Resident will not unreasonably object where the new accommodation provider or the Property Owner arranges for a new Accommodation Agreement for the Resident to be on the same or very similar terms as this agreement.

16. Record keeping

Gateway agrees to keep full and accurate accounts and financial records of all payments made by the Resident, repairs, maintenance or insurance records for the House for five (5) years from the date each record is received.

Gateway confirms the way it holds these records complies with the NDIS terms of business or equivalent for DSOA, all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority.

17. Enquiries, feedback, complaints and disputes

Contact the Property Administration on 02 8977 8897 or email maintenance@sunnyfield.org.au to:

- a) Provide any feedback to Gateway.

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- b) Request repairs or maintenance to their bedroom or the House.
- c) Make a complaint about the accommodation.

If the Resident or Resident’s Representative have a dispute with another resident and wish to make a complaint, they can lodge a complaint through the Sunnyfield Feedback line on 02 8977 8899 or email feedback@sunnyfield.org.au or contact the SIL support services provider.

If the Resident or Resident’s Representative does not want to talk to Sunnyfield:

- a) Contact: Stoplevel, an independent whistle-blower service on 1300 304 550.
- b) Contact: National Disability Insurance Agency on 1800 800 110 or [National Disability Insurance Scheme \(NDIS\)](#) if a NDIS participant.
- c) Contact: Department of Health and Aged Care on 1800 020 103 or [Australian Government Department of Health and Aged Care](#) if a DSOA participant.
- d) Contact: NDIS Quality & Safeguards Commission on 1800 035 544 or [Homepage NDIS Quality and Safeguards Commission \(ndiscommission.gov.au\)](#).
- e) Contact: National Regulatory System for Community Housing in New South Wales on 1800 330 940 or <https://www.nrsch.gov.au/>.

18. Privacy

Gateway agrees to comply with all Privacy Laws. Gateway will collect, handle and disclose the Resident’s personal and health information, in accordance with its Privacy Policy which is published on their website.

19. Goods and Services Tax (GST)

If any supply made by a party under this agreement is subject to GST, the recipient must pay an additional amount to the supplier that is:

- a) Equal to the consideration payable by the supplier for the relevant supply multiplied by the prevailing GST rate; and
- b) Payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.

Immediately upon payment of the consideration for a supply and this additional amount in respect of that supply, the supplier must provide the recipient with a tax invoice for the supply.

Signed by

Resident	
Resident’s Name	
Capacity to sign <input type="checkbox"/> Resident (tick box)	Signature
Date Signed	

Resident’s Representative (if applicable)	
Resident’s Representative Name	
Capacity to sign for Resident (tick box) <input type="checkbox"/> Parent <input type="checkbox"/> Relative <input type="checkbox"/> Other (e.g., friend) <input type="checkbox"/> Enduring Guardian <input type="checkbox"/> Guardian <input type="checkbox"/> Financial Manager <input type="checkbox"/> Enduring Power of Attorney <input type="checkbox"/> Public Trustee	
Signature of Resident’s Representative	
Date Signed	
<input type="checkbox"/> Representative’s Authority to Act: Only attach if a formal power is granted in writing. Otherwise leave blank.	

Gateway’s Representative’s Name	
Signature	
Date Signed	

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SCHEDULE 1 – Key Contact Details

Item 1 – Resident

Given names		Surname	
Address			
Suburb		State	Postcode
Phone		Mobile	
Email			
Date of birth		NDIS number	

Item 2 – Resident’s Representative (if applicable)

Given names		Surname	
Address			
Suburb		State	Postcode
Phone		Mobile	
Email			
Relationship to Resident			

Item 3 – Resident’s emergency contact

Given names		Surname	
Address			
Suburb		State	Postcode
Phone		Mobile	
Email			
Relationship to Resident			

Item 4 – Gateway

Contact name	Property Manager
Phone	1300 588 688
Email	enquiries@sunnyfield.org.au <i>Sunnyfield is an associated service provider to Gateway to help with any enquiries.</i>
Address	PO Box 193, Frenchs Forest, NSW 2086

Please note: This Schedule 1 may change from time to time by agreement of the Parties.