

Your Agreement with us

Approved Provider: TRINITY AGED CARE PTY LTD

As Trustee for J&N Fung Family Trust

ABN 35 097 298 985

Trading as: Crown Gardens Residential Aged Care

AND

Resident:

Agreed Date of Admission: / /2008

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THIS DEED made on the date referred to herein**BETWEEN:**

The Party referred to in Part 4 of Schedule 1, the Service Provider (“We”, “Us” or “the Service”) AND

The Party referred to in Part 5 of Schedule 1, the Resident (“You”)

Agreement:

You are to become a resident of Crown Gardens, at 7-11 Crown St, Harris Park NSW on the date referred to in Part 1 of Schedule 1 (‘the Service’).

The Service is a certified Residential Care Service under the *Aged Care Act 1997* (Cth) (‘the Act’) and is therefore authorised under the Act to charge accommodation bonds.

This Agreement sets out the terms that apply to you and us in relation to the provision of accommodation, care and services.

This Agreement is entered into in accordance with the Act. For the purposes of the Act and the User Rights Principles, this Agreement is a Resident Agreement. If an Accommodation Bond is payable under this Agreement, it is an Accommodation Bond Agreement.

This Agreement includes the terms and conditions set out in the Enquiry Pack. You (or your Representative) have been supplied with a copy of the Enquiry Pack prior to entering this Agreement. You acknowledge that you (or your Representative) have understood the information contained in the Enquiry Pack; that you (or your Representative) had the opportunity to obtain independent legal advice and independent financial advice in relation to the Enquiry Pack, and the opportunity to ask us questions about the information contained in the Enquiry Pack.

Terms and Conditions**1 Right of residence and services****Right of residence**

1.1 Unless this Agreement is terminated, we must allow you to reside in the Service for the rest of your life.

We must provide services to you

1.2 We must provide you with the applicable Residential Care Services set out in Part 2 of the Enquiry Pack.

We must comply with standards

1.3 We must comply with each of the following:

- the Aged Care Act

- the User Rights Principles including the Charter of Residents' Rights and Responsibilities set out in Part 5 of the Enquiry Pack.

We must keep your Personal Information confidential

- 1.4 **The Service** at all times maintains confidentiality in your personal information. Full details of how we handle your personal and health information are contained in the Privacy Statement, which is included as Schedule 2 to this Agreement.
- 1.4.1 You should read (or have read to you) and understand the details contained in the Privacy Statement.
- 1.4.2 By signing this Agreement, you are consenting to the collection and use of personal and health information about you by **the Service** for the purposes outlined in the statement and authorise **the Service** to use and disclose this information to the types of persons listed in the statement for any of those purposes.
- 1.4.3 You understand that if you withdraw or revoke this authority, we may not be able to access sufficient information to enable us to provide you with the level of care which is properly suited to your individual needs.

2 Resident Fee

You must pay for the services

- 2.1 You must pay us a basic daily care fee and, if applicable, an additional daily income tested fee calculated according to the procedure set out in Part 3 of the Enquiry Pack. The Resident Fee applicable to you is set out in Part 3 of Schedule 1. The Resident Fee may be varied by us if the Act or the Principles alter the method of calculation or if there is an increase in Income Support Payments. The Resident Fee is payable monthly in advance, and is due on the first day of each month.

Changes to the fee

- 2.2 We must give you four weeks notice of any changes to your Resident Fee. However, if Income Support Payment or Income Tested Fee amounts increase and we are given less than four weeks' notice of the increase, your basic daily care fee will automatically increase on the date of the income support payment increase.

Period during which you must pay the fee

- 2.3 You must pay the Resident Fee throughout the time you are a resident. This includes any period during which you are on leave.

Failure to pay fee

- 2.4 You must pay the amount of the Resident Fee when it is due. If you don't, we are entitled to charge interest on the amount outstanding. Interest is payable at the Maximum Permissible Interest Rate as set out at Part 3 of Schedule 1. It is

payable from one (1) month after the day the money becomes payable until the amount is paid or you leave the service, whichever is earlier.

Refund of the fee

- 2.5 If you leave the Service permanently or you die, we will refund any fees paid in advance.

3 Accommodation payments

Accommodation Bond

- 3.1 If you are classified as requiring a Low level of care by an Aged Care Assessment Service and you are otherwise eligible, you must pay us the Accommodation Bond ('the Bond') specified in Part 2 of Schedule 1. Eligibility to pay and the amount payable have been calculated in accordance with Part 4 of the Enquiry Pack, on the basis of the information you have given us about your income and assets.

Date for payment of Bond

- 3.2 The Bond becomes payable upon the date of entry into the Service on the dates specified in Part 2 of Schedule 1. We will charge you interest monthly in arrears, calculated daily at no more than the Maximum Permissible Interest Rate (eg 11.69% per annum in 31 March 2008) until the amount is paid or you leave the Service, whichever is earlier.

What we do with the Bond

- 3.3 We will retain the Retention Amounts specified in Part 2 of Schedule 1. They are calculated in accordance with Part 4 of the Enquiry Pack. We may also use the Bond to pay amounts you owe us under this Agreement. They include:
- fees and other charges that are overdue;
 - the price of additional services requested by you; and
 - interest on amounts you owe us under this Agreement, except interest on a lump sum Accommodation Bond not paid on time.

What are we entitled to do with the rest?

- 3.4 We are entitled to invest the balance of the Bond. In doing so, we will comply with the relevant Prudential Requirements.

What are we entitled to do with the income?

- 3.5 We are entitled to reinvest any investment income. We are also entitled to use it to fund capital works, to retire debt, or to improve the range or quality of the services we provide.

Access to information about the Bond

- 3.6 While we hold any part of the Bond, we will provide you with an annual written prudential statement certified or qualified by an independent auditor or

accountant. We will do so before the end of October of that year. The annual statement must state:

- whether the Accommodation Bond Agreements entered into during the year between us and any Resident have been entered into in accordance with the Act;
- whether we have given each Resident who has paid an Accommodation Bond during the year a written guarantee of refund of the Accommodation Bond balance;
- whether the Accommodation Bond balances that we had to refund to Residents during the period have been refunded in accordance with the Act;
- whether we had enough insurance, throughout the year, to cover losses arising from fraud, loss of earnings, fire, flood or other reasonably insurable events that may affect our ability to refund Accommodation Bond balances;
- whether we can repay, in accordance with the Act, liabilities for Accommodation Bond balances that can be expected to fall due in the following financial year; and
- whether we have given a copy of the prudential compliance statement in the form set out in this clause 3.6 to each resident who has paid an Accommodation Bond and to each prospective resident.

You may request information about our Prudential standing

- 3.7 If you have paid or agreed to pay an Accommodation Bond, we must, at your or your Representative's written request, give you within seven (7) days the most recent information on our standing and level of coverage under the Prudential Requirements that apply to us.

Refund of Accommodation Bond Balance

- 3.8 If you have paid the Accommodation Bond but you do not take up residence on the Agreed Date of Entry we will refund the amount of the bond paid. If you leave the Service permanently or die, we will refund the Accommodation Bond Balance in accordance with Part 4 of the Enquiry Pack.
- 3.9 We retain the right to deduct from the Accommodation Bond Balance, prior to refund, any fees which you owe to us and which have not been paid, as well as any interest that is chargeable in relation to unpaid fees.

Withdrawing from or cancelling the Resident Agreement

- 3.10 If, within twenty eight (28) days of signing the agreement, you change your mind and wish to withdraw from the agreement, you should advise the Director of Nursing in writing. If you paid an accommodation bond under the agreement, it must be refunded to you. If retentions are payable, we are entitled to make three (3) monthly retentions, even if you receive less than three (3) months care

from our Service. We agree to waive up to twenty-eight (28) days of retentions and interest on unpaid accommodation bonds.

4 Residency rights and obligations

You must comply with the rules of the Service

- 4.1 You must comply with the rules of the Service. They are set out in Part 6 of the Enquiry Pack. We may change those rules. However, we must give you or your Representative four (4) weeks written notice of any change.

You must comply with this Agreement

- 4.2 You must also comply with this Agreement. If there is a conflict between this Agreement and the rules, this Agreement prevails.

You must comply with Charter of Residents' Rights and Responsibilities

- 4.3 You must also comply with the Charter of Residents' Rights and Responsibilities. The charter is set out in Part 5 of the Enquiry Pack.

Your right to personal privacy

- 4.4 We must at all times respect your personal privacy. Except in an emergency, for care needs, and to undertake routine daily cleaning or bed making, no member of staff may enter your room without your consent.

Right of occupation of room is personal

- 4.5 Your right to occupy your room is restricted to you. You must not allow anyone else to occupy your room overnight without the prior consent of the Director of Nursing, in order for the visitor's name to be registered. This is necessary in case of fire.

We may change your room

- 4.6 We may change your room in any of the following cases:
- that is what you want and it is reasonably practicable
 - you agree to change rooms after full consultation and without being subjected to any pressure
 - either of the following for genuine medical reasons:
 - an Aged Care Assessment Service decides that the change is necessary.
 - your level of care is changed.
 - at least 2 medical or other health practitioners who are competent to assess your aged care needs. One of these practitioners will be chosen by us. You may choose the other practitioner.

- the change is necessary to carry out repairs or improvements to the Service. If the room is still suitable after the repairs or improvements, you have the right to return to that room.

Leave from the Service

4.7 You may take temporary leave from the Service for any reason whenever you like. However, you must give us notice of your temporary leave in accordance with the rules. You may take up to fifty-two (52) days leave in each financial year. You may also take any amount of leave that is necessary for hospital treatment.

Payment of care fees and residential subsidy

4.8 You must continue to pay the Resident Fee while you are on temporary leave. If we agree to an excess of fifty-two (52) days leave, you must pay us the Resident Fee and the equivalent of the residential care subsidy that would have been payable to us under section 44 of the Act if you were not on leave.

Your right to information

4.9 At your or your Representative's written request, we will allow you or your Representative to inspect a copy of the most recent audited accounts of the Service. We will do so within seven (7) days.

Your right to participate

4.10 You are entitled to tell us what you think about the management of the Service. You may do so in any of the following ways:

- through the Director of Nursing.
- through the Residents' Forums.
- directly through the Manager.

5 Dispute Resolution

If you have a concern

5.1 If you have a concern about the way in which the Service is being managed that affects you, you should discuss it with the Director of Nursing, either personally or through an advocate. A formal complaints system is in place, and information about this is available in all units.

Written Complaint

5.2 If, after discussing your concern, you are not satisfied with the outcome, you may make a written complaint to the Manager. You may make a written complaint to the Manager by a letter to the Manager. The written complaint should outline:

- the nature of your complaint;
- the date on which you first complained to the Director of Nursing;

- why you are not satisfied with the outcome of your complaint.

5.3 On receiving your complaint, the Manager or his/her representative will discuss the complaint with you and the Director of Nursing. The Manager may ask the Director of Nursing to further investigate your complaint. The Manager will make recommendations outlining the steps to be taken to resolve your complaint.

If you still have a concern

5.4 If after forwarding your complaint to the Manager in writing you are not satisfied with the outcome, you may ask for your concern to be referred to:

- an external Mediator;
- The complaints unit of the Department of Health and Ageing (“Aged Care Complaints Resolution Scheme”);
- The Commissioner for Complaints;
- The Health Services Commissioner; or
- an independent Arbitrator appointed under the *Commercial Arbitration Act 1984* (Cth).

Dispute concerning assessment requiring transfer

5.5 If a dispute arises between you and us concerning an assessment requiring you to transfer to a hospital or other residential care service, the dispute must first be referred to the Area Aged Care Assessment Service.

6 Withdrawal and Termination

Withdrawal by you during cooling off period

6.1 You may withdraw from this Agreement within twenty-eight (28) days after you sign it. To do so, you must give us notice in writing during that period. If you do, the Agreement ends. However, you remain liable for all fees and charges payable under this Agreement for the period during which you received services. We must refund other amounts paid by you in accordance with this Agreement. We agree to waive up to twenty-eight (28) days of Retention Amounts and interest on unpaid Accommodation Bonds.

Termination by you after the cooling off period

6.2 You may terminate this Agreement, at any time after the cooling off period, by giving us at least seven (7) days notice in writing. If you do, the Agreement ends. However, you remain liable for all fees and charges and other amounts payable under this Agreement for the period during which you received services. We must refund other amounts paid by you in accordance with this Agreement.

Breach of Agreement

- 6.3 If you breach any of the conditions of this Agreement we may give you a notice requiring you to cease committing the breach within twenty-eight (28) days. If you have not remedied the breach within the twenty-eight (28) days specified on the notice, we may give you sixty (60) days notice of our intention to review the terms of your residency in accordance with the laws applicable to us.

Termination by us

- 6.4 We may terminate this Agreement in any of the following cases:
- The Service is closing.
 - We are unable to provide Accommodation and care suitable to your long-term assessed needs. We cannot do this unless your long-term needs have been assessed by either:
 - an Aged Care Assessment Service; or
 - two (2) medical or other health practitioners who are competent to assess your aged care needs. One (1) practitioner must be independent of us. You may choose the other practitioner.
 - You are assessed by an Aged Care Assessment Team as no longer requiring the care provided by the Service.
 - For a reason which is within your control, you fail to pay us an amount that is payable under this Agreement for at least forty-two (42) days after the date it becomes payable. These amounts are the Daily Resident's Fee, which is due on the first day of the month, (see clause 2.1), and the Accommodation Bond, which is payable at the time at which you enter the Service (see clause 3.1).
 - You intentionally cause serious injury to one of our employees or another resident.
 - You intentionally cause serious damage to the Service.
 - You fail to commence residence at the Service or to receive services from the Service on the Agreed Date of Entry, and you fail to commence residence or receive services for seven(7) days after you receive a notice from us requiring you to commence residence or receive services.
 - You are away from the Service for a continuous period of at least seven (7) days for a reason other than a reason permitted by the Act or an emergency.

If we terminate this agreement we will ask you to leave. We can only ask you to leave if we abide by the operation of clause 6.7 below.

Procedure for termination by us

6.5 We can only terminate this Agreement by giving you at least fourteen (14) days written notice. The notice must include the following information:

- the reasons for the decision
- when you are required to leave
- your rights to dispute resolution processes under this Agreement
- your right to an independent complaints process
- your right to a representative from an advocacy service.

6.6 If we terminate this Agreement because of a breach of this Agreement by you we must comply with the notice of provisions set out in clause 6.3.

Limitation on our right to terminate

6.7 We are not entitled to terminate this Agreement and require you to leave until suitable alternative accommodation is available which you can afford and which meets your long-term needs as assessed by:

- an Aged Care Assessment Service; or
- two (2) medical or other health practitioners who are competent to assess your aged care needs. One practitioner must be independent of us. You may choose a practitioner.

We can change our minds

6.8 If, after we give you notice of termination of this Agreement, we change our mind, we must give you a notice stating that the Agreement will not be terminated and that you are no longer required to leave.

Effect of termination

6.9 If this Agreement is terminated, you must immediately return to us all property of the Service in your possession or control. You must also pay for the costs of cleaning and, if necessary, reinstating your room to its original condition, fair wear and tear excepted.

6.10 Termination of this Agreement does not affect the rights accrued under this Agreement or the right of either party to take action against the other party in respect of any breach of this Agreement before termination.

7 Miscellaneous**Change in needs**

7.1 If, during the period of this Agreement, your situation changes and you require a different level of care, we will attempt to accommodate your needs within the Service. However, if we do so, you may require a new Agreement in respect of further care and services.

Giving of notices

7.2 A notice that is to be given by us must be delivered or posted to you at the Service or another address last known to us.

A notice that is to be given by you must be delivered or posted to us at the address set out in Part 4 of Schedule 1.

Variation

7.3 This Agreement may be varied in writing in the following circumstances:

- 7.3.1 Automatically in accordance with any amendment to the Act or Principles;
- 7.3.2 By us if the variation is necessary to implement the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and only with reasonable notice;
- 7.3.3 If, due to an assessment by an Aged Care Assessment Service or Centrelink, your resident care classification or your pensioner status changes from the status assigned to you on entry; or
- 7.3.4 In any other case, by Agreement between you and the Low Care Facility after adequate consultation.

Assignment

7.4 The Service may assign its rights and obligations under this Agreement at its absolute discretion. Your rights and obligations under this Agreement are personal to you and may not be assigned to any other person.

Costs of breach or default

7.5 You must bear all expenses which we reasonably incur as a result of any breach or default by you of any condition of this Agreement.

Severability

7.6 If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

Successor in title

7.7 This Agreement continues for the benefit of and binds any successor in title to any party, including a person to whom a party's rights and obligations are assigned in accordance with this Agreement.

Your acknowledgements

7.8 You acknowledge each of the following:

- that you have had the opportunity to ask us questions about this Agreement;

- that you have been given the opportunity to obtain independent legal and independent financial advice in relation to this Agreement;
- that you have read the Enquiry Pack;
- that you understand that the information contained in the Enquiry Pack forms part of this Agreement; and
- that you consent to the use of your personal and health information for the purposes set out in the Privacy Statement.

Special Conditions

7.9 Any Special Conditions to this Agreement are set out in Schedule 3 of this Agreement. If there is a conflict between this Agreement and the Special Conditions the Special Conditions prevail.

8 Definitions

Accommodation Bond means an amount of money paid or payable by you for entry into a residential care service as a resident classified as requiring a Low level of care which (if applicable to you) is set out in Part 2 of Schedule 1 and calculated in accordance with Part 4 of the Enquiry Pack.

Accommodation Bond Balance means in relation to an Accommodation Bond (other than a bond that is to be paid by periodic payment) at any particular time, an amount equal to the difference between:

- (a) the amount of the Accommodation Bond; and
- (b) any amounts that have been, or are permitted to be, deducted under the Act as at that time calculated in accordance with Part 3 and Part 4 of the Enquiry Pack.

Act means the Aged Care Act 1997.

Aged Care Assessment Service means an area Aged Care Assessment Service.

Aged Care Facility means the location at which the Service provides services and which is specified in Part 4 of Schedule 1.

Agreed Date of Entry means the date about which you and we agree and on which you will take up occupancy at the Service, receive Care services from the Service and which is set out in Part 1 of Schedule 1.

Approved Provider means the Service, and is also referred to as *residential care service* in the Act

Assisted Resident means a Resident who at the time of entering the Service:

- (a) is receiving an Income Support Payment; and
- (b) has not been a home owner for two (2) years or more or owns a home that is occupied by:
 - the Residents' partner or dependent child;

- a carer of the resident who has occupied the home for the past two (2) years and, at the entry time, was eligible to receive an Income Support Payment;
- a close relation of the Resident who has occupied the home for the past five (5) years and is, at the entry time, eligible to receive an Income Support Payment.; and
- the value of the Resident's assets are less than:
 - the amount obtained by rounding to the nearest \$500 (rounding from \$250 upwards) an amount equal to four (4) times the basic age pension amount; or
 - such other amount as is specified in, or worked out in accordance with, the residential care subsidy principles;
- but the value of the Resident's assets are more than:
 - the amount obtained by rounding to the nearest \$500 (rounding from \$250 upwards) an amount equal to 2.5 times the basic age pension amount; or
 - such other amount as is specified in, or worked out in accordance with, the residential care subsidy principles.

Charter of Residents' Rights and Responsibilities means the Charter of Residents' Rights and Responsibilities included in the User Rights Principles 1997 made pursuant to the Act, a copy of which is set out in Part 5 of the Enquiry Pack.

Concessional Resident means a Resident who at the time of entering the Service:

- is receiving an Income Support Payment; and
- has not been a home owner for two (2) years or more or owns a home that is occupied by:
 - the Resident's partner or dependent child;
 - a carer of the person who has occupied the home for the past two (2) years and, at the entry time, is eligible to receive an Income Support Payment;
 - a close relation of the resident who has occupied the home for the past five (5) years and, at the entry time, is eligible to receive an Income Support Payment, and
- the value of the Resident's assets are less than:
 - the amount obtained by rounding to the nearest \$500 (rounding from \$250 upwards) an amount equal to 2.5 times the basic age pension amount; or

- such other amount as is specified in, or worked out in accordance with, the residential care subsidy principles.

Enquiry Pack means the document titled: Enquiry Pack - Information for Prospective Residents' produced by us.

High Care means the level of residential care between classification levels 1 and 4 (inclusive) as defined in the Act.

Income Support Payment means:

- Income Support Payment within the meaning of subsection 23(1) of the *Social Security Act 1998* (Cth);
- income support supplement under Part IIIA of the *Veteran Entitlements Act 1986* (Cth);
- a payment of farm household support or a drought relief payment under the *Farm Household Support Act 1992* (Cth); or
- a payment of benefit under Part 2 of the *Student Assistance Act 1973* (Cth).

Low Care means the level of residential care between classification levels 5 and 8 (inclusive) as defined in the Act.

Director Of Nursing means the Director of Nursing at the Service.

Manager means Garrison Ash Consulting, Suite 3, Level 7, 50 Berry St North Sydney NSW 2060.

Maximum Permissible Interest Rate means that amount as defined in the User Rights Principles.

Minimum Permissible Asset Value means the amount obtained by rounding to the nearest \$500, an amount equal to 2.5 times the basic age pension amount at the agreed time of entry.

Personal Information means information or an opinion (however expressed) whether true or not about you which enables you to be identified.

Principles means the Principles made by the Minister pursuant to section 96-1 of the Act.

Provision of Care Services means those services required to be provided to you pursuant to the Act and as listed in Part 2 of the Enquiry Pack.

Prudential Requirements means the requirements, as set out in the Act and the Principles, with which we must comply to ensure that we have sufficient funds and insurance to refund each resident's Accommodation Bond balances as they fall due.

Representative means the person or persons with the necessary authority to perform the specific task on your behalf, in accordance with the *Guardianship Act 1987* (NSW), the *Powers of Attorney Act 2003* (NSW) or the *Health Records and Information Privacy Act 2002* (NSW).

Resident means you the *care recipient* as defined in the Act, and as described in Part 5 of Schedule 1.

Resident Agreement means this document titled *Your Agreement with us* and all the information contained in the enquiry pack.

Residential Care Service means the Service, and is also referred to as *approved provider* in the Act

Resident Fee means the fee, charged for, or in connection with, the provision of care and services, not being an Accommodation Bond or Charge, payable by you to us determined according to the process outlined in Part 3 of the Enquiry Pack.

Retention Amount means the maximum amount allowed to be retained by us, worked out in accordance with the Act and the User Rights Principles and set out in Part 2 of Schedule 1 and calculated in accordance with Part 4 of the Enquiry Pack.

Service means the residential care service provided by **Trinity Aged Care Pty Ltd** of unit 301, Level 3, 71-73 Archer St , Chatswood NSW 2067 As Trustee For J & N Fung Family Trust ABN 35 097 298 985 Trading as Crown Gardens Residential Aged Care at 7-11 Crown St, Harris Park NSW 2150 as shown in Part 4 of Schedule 1.

User Rights Principles means the User Right Principles made pursuant to section 96-1(1) of the Act.

Schedule 1

Residential Care Service

Part 1 - Agreed Date of Entry:	/ /2008
Part 2 - Accommodation Bond	
2.1 If paid by lump sum payment	
Amount to be Paid (note: interest will be charged until funds are cleared in bank)	\$
Date to be Received	
Retention Amount	\$3,360 p/a
Amount paid (if any) above retail price. Date / /	N/A
Fee DISCOUNT (Based on Discount Table at time of entry)	\$N/A. _ _ per day
Maximum Permissible Interest Rate as at the date of entry	11.69% per annum
2.2 If partly by lump sum and partly by periodic payments	
Total Accommodation Bond	\$
Amount of 1 st lump sum (note: interest will be charged until funds are cleared in bank)	\$
Payment date for 1 st lump sum	
Amount outstanding after payment of 1 st lump sum	\$
Frequency of payments	
Payment date for 2 nd lump sum	
Payment date for 3rd lump sum	
<i>Each periodic payment for the first five years includes</i>	
Retention Amount	\$3,360 p/a
Interest rate	11.69% p/a
Amount of each periodic payment after five years	
<i>Please note: a periodic payment for the month when you leave the aged care facility may be charged at a rate for the whole month.</i>	
2.3 If paid wholly by periodic payments	
Total Accommodation Bond	\$
Amount of each periodic payment for the first 5 years	\$
Frequency of payments	
Date of first payment	
Maximum Permissible Interest rate	11.69% per annum
<i>Each periodic payment for the first five years includes</i>	
Retention Amount	\$3,360
Interest	11.69%
Amount of each periodic payment after five years	\$
<i>Please note: a periodic payment for the month when you leave the aged care facility may be charged at a rate for the whole month.</i>	
2.4 In cases of financial hardship	

If the secretary declines to make a determination of financial hardship under section 57-14 of the Act or revokes a determination of financial hardship under section 57-15 of the Act or a determination of financial hardship made by the secretary ceases to operate, the Accommodation Bond amount will be	\$
This amount will be payable on	
Part 3 - Resident Fee	
Daily Care Fee	\$32.05
Income Tested Fee Amount (see clauses 3.6 and 3.7 of Enquiry Pack)	TBD
Maximum Permissible Interest Rate	11.69% per annum
Total	\$
Part 4 - Service Provider(“We”, “Us”, “the Service”)	
TRINITY AGED CARE PTY LTD as Trustee for J&N Fung Family Trust ABN 35 097 298 985 of Suite 301, Level 3, 71-73 Archer St Chatswood NSW Trading As Crown Gardens Residential Aged Care 7- 11 Crown St, Harris Park NSW 2150 AUSTRALIA	
Part 5 - Resident (“You”)	
*** Bank Account Details for Direct Deposit of Bond ***	
St George Bank Account Name: Trinity Aged Care Pty Ltd T/A Crown Gardens Residential Aged Care BSB: 112 879 Account number : 155 778 280	

Schedule 2

Privacy Statement

In collecting, using, disclosing and handling your personal and health information, we comply with all applicable Commonwealth and State privacy legislation. This includes the *Privacy Act*, the *Health Records and Information Privacy Act* and the *Privacy and Personal Information Protection Act*.

Wherever possible, we will obtain personal and health information from you. If it is not possible to obtain that information from you we may ask your Representative, family members, close friends or another third party (such as a doctor) to provide the information.

Personal and health information we collect about you will be used for the following purposes

- obtaining funding from the Government;
- instructing medical or other health practitioners;
- adapting our services to suit your personal needs; and
- to assist in planning and managing this Service.

These reasons for collecting information accord with the reasons allowed by the applicable Commonwealth and State legislation. If we do not have your personal or health information, we may be unable to fully cater to your health or other personal requirements.

The information you give to us is kept in confidence. We may disclose your information to agents or contractors we engage. We may also disclose personal and health information to the Department of Health and Ageing, medical or other health practitioners, your Representative, or any person or organisation authorised to obtain it.

If we disclose your information for any of the above reasons to any other person or organisation, we will create a written record of the date of disclosure, the information disclosed, the body to whom the disclosure was made and the reason for the disclosure.

If you cannot give consent to disclosure of information to members of your family, we may disclose some of your information if the disclosure:

- is necessary to provide you with appropriate health services; or is made for compassionate reasons; and
- is limited to that information which is necessary for the health service or for the compassionate reasons; and
- is not contrary to any wish you have expressed that has not been withdrawn; and
- in the case of a family member who is under the age of eighteen (18) years, where that person has sufficient maturity to receive the information.

The information we hold about you may be kept in electronic or paper form. We make all reasonable efforts to ensure that your information is accurate, complete and up to date. The information will be kept in a secure way to ensure there is no unauthorised use or disclosure. Data will be retained for seven (7) years after you cease to receive care from us, or otherwise as required by law.

You or your Representative may at any time request in writing access to the information stored about you from the Manager- Garrison Ash Consulting, Suite 3, level 7, 50 Berry St North Sydney NSW 2060. We will respond to a request for information within forty-five (45) days. If we decide not to provide you or your Representative with access to the information we will provide you with written reasons for our decision.

If you believe that the information we hold about you is inaccurate, incomplete, misleading or not up to date, you may request in writing that the information is corrected. We will respond to a request to amend information within 45 days. If we decide not to correct the information we will provide you with written reasons for our decision.

Schedule 3

Representative Guarantee

I, [Insert name(s)].....

of [Insert address]

hereby unconditionally and irrevocably guarantee to the Service Provider, the due payment and discharge by the Resident of all the Resident's indebtedness and other liabilities to the Service Provider, and of all interest, charges and expenses payable by the Resident to the Service Provider on any account whatever under the Agreement.

The Service Provider shall be entitled to be indemnified in respect of all liabilities and expenses incurred by it in the event of enforcing this Guarantee.

Signed:

.....
(Name of Guarantor)

.....
(Signature of Guarantor)

.....
(Name of Guarantor/s)

.....
(Signature of Guarantor)

In the presence of:

.....
(Name of Witness)

.....
(Signature of Witness)

.....
(Address of Witness)

.....
(Occupation of Witness)

