



Residential Head Lease – Housing Support Provider

Homes Tasmania

(established as a body corporate by section 9(2) of the *Homes Tasmania Act 2022 (Tas)*)

(Owner)

and

##insert the entity named in Item 1##

(Housing Support Provider)

Program:	Long Term - Moderate Living Skills
Service:	Supported Accommodation Facility, 87-91 Campbell Street, Hobart
Commencement Date:	01 July 2023
Expiry Date:	30 June 2028
BPAY Biller Code:	261669
Account No:	##insert reference##

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Residential Head Lease

Part A: Details and recitals

Date:

Parties:

Name	Homes Tasmania (established as a body corporate by section 9(2) of the <i>Homes Tasmania Act 2022</i> (Tas))
Short form name	Owner
Notice details	Homes Tasmania 134 Macquarie Street Hobart Tasmania 7000 GPO Box 65 Hobart Tasmania 7001 Email: Businessops@homes.tas.gov.au Attention: Chief Executive Officer

Name	The entity named in Item 1
Short form name	Housing Support Provider
Notice details	Refer Item 1

Recitals:

- A. The Owner is the registered proprietor of the Premises. The Premises are residential premises and subject to the provisions of the Act.
- B. In accordance with Part 7 of the Act, the Owner may lease residential premises, owned by the Owner to a housing support provider, if the Owner is satisfied that the housing support provider intends to use the residential premises:
- (a) to sub-lease to Eligible Persons or to provide residential accommodation to Eligible Persons; or
 - (b) to provide housing support services as defined by section 3 of the Act.
- C. The Housing Support Provider is a 'housing support provider' as defined by section 3 of the Act.
- D. The Owner, acting under the powers conferred by the Act has agreed to grant the Housing Support Provider a lease of the Premises in accordance with this Deed and the Act.
- E. The Housing Support Provider has agreed to accept a lease of the Premises in accordance with this Deed and the Act.

Part B: Information Table

Item 1	Page 1:	Housing Support Provider's details
Name:	[##insert name##]	
ACN/ARBN/ABN:	[##]	
Notice details:	[##insert address##]	
	Telephone: [(##) #####]	
	Email: [##]	
	Attention: [##insert name or position##]	
Item 2 (clause 1.1): Premises		
The premises listed in column identified as 'Premises' of 'Attachment 1: Premises'.		
Item 3 (clause 1.1): Commencement Date		
1 July 2023		
Item 4 (clause 1.1): Expiry Date		
30 June 2028		
Item 5 (clause 1.1): Term		
Subject to the other terms of this Deed, the period of Five years from the Commencement Date until the Expiry Date		
Item 6 (clause 3): Further Term		
One further term of 5 years commencing on 1 July 2028 and expiring on 30 June 2033.		
Item 7 (clause 1.1): Interest Rate		
The Commonwealth Bank of Australia interest rate for corporate clients for loan facilities in excess of \$100,000.00 plus two percent.		
Item 8 (clause 1.1): Permitted Use		
The Housing Support Provider must use the Premises for the purposes of:		
(a) sub-leasing the Premises to Eligible Persons in accordance with the terms and conditions of the Sub-lease; and		
(b) providing Housing Support Services.		

Item 9 (clause 1.1): Eligible Persons

Men and women aged 18 years of age and over

Item 10 (clause 14.1): Selection of Eligible Persons

Applicable

Item 11 (clause 1.1): Disability Units

Not Applicable

Item 12 (clause 1.1): Child Safe Organisation

Not Applicable

Item 13 (clause 1.1): Repair Cap

The amount of \$2000

Item 14 (clause 1.1): Key Performance Indicators

Applicable

Item 15 (clause 1.1): Grant Deed

Applicable

Item 16 (clause 1.1): Maximum Period

10 Years

Item 17 (clause 2): Special terms and conditions

The following special terms and conditions apply to this Deed:

Car parks means 43 car spaces on the premises to be managed by the provider. Excess car parks will be leased to the public and provide additional revenue to deliver the agreed plan.

Part C: Operative provisions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Act means the *Homes Tasmania Act 2022* (Tas).

Asbestos includes 'asbestos', 'asbestos containing material (ACM)' and 'asbestos-contaminated dust or debris (ACD)', in each case, as defined in the *Work Health and Safety Regulations 2012* (Tas).

Australian Standards means any standard published by Standards Australia Limited (and known as 'Standards Australia') current as at the Commencement Date and includes any further standards introduced by Standards Australia Limited.

Authorisations means any permit, licence, consent, grant, certificate, sealing or other approval, relating to the development or use of land, issued by, or required to be obtained from or to be filed with, a Government Body, and includes any planning permit, planning approval, building permit, plumbing permit, occupancy approval and environmental approval.

Authorised Officer means:

- (a) if the Grantor is Homes Tasmania, each director or chair of Homes Tasmania, the chief executive officer of Homes Tasmania and a nominee of any of them;
- (b) if the Grantor is the Crown or a Minister of the Crown, each of the Secretary of the department responsible for the administration of this Deed, an Acting Secretary of that department, a Deputy Secretary of that department, and a nominee of any of them; or
- (c) for any other party, a person authorised in writing by that party.

Building Legislation means any applicable law relating to the design, construction, use or occupation of a building and for the time being includes:

- (a) the *Building Act 2016* (Tas);
- (b) the *Building Regulations 2016* (Tas); and
- (c) the National Construction Code.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Chattels means those chattels owned by the Owner and listed in the attachment to this Deed as 'Attachment 2: Chattels'.

Child Safe Organisation means an organisation that puts the best interest of children and young people first and embodies the National Principles for Child Safe

Organisations as endorsed by all Australian governments in February 2019. The National Principals for Child Safe Organisations is attached in 'Attachment 3: Child Safe Principles'.

Commencement Date means the date in Item 3.

Commonwealth Rent Assistance or CRA means the non-taxable income supplement of that name that is payable by the Australian Government and which is added on to the pension, allowance or benefit of eligible income support customers who rent in the private rental market and this term shall also include a reference to any replacement of that supplement from time to time.

Crown means the Crown in Right of Tasmania.

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Default Event means each of the events in clause 23.2.

Default Notice has the meaning in clause 23.3.

Details means the details and recitals set out above.

Disability Units means that part of the Premises identified in column marked as **Disability Units** of 'Attachment 1: Premises', to be used in accordance with clause 9.

Dwellings means, as the context requires, each or any combination of the following:

- (a) all residential premises including any Disability Unit;
- (b) all units including accommodation units;
- (c) all residences; and
- (d) any other accommodation to provide for residential accommodation,

and includes any gardens, shared bathroom and/or shared kitchen facilities on or within the Premises.

Eligible Person has the meaning in section 3 of the Act and who meets the criteria set out in Item 9.

Expiry Date means the date in Item 4.

Financial Year means:

- (a) each period of 12 months during the Term ending on 30 June;
- (b) if the period from the Commencement Date to 30 June referred to in paragraph (a) is not 12 months, the period commencing on and including the Commencement Date and ending on 30 June next occurring after the Commencement Date; and
- (c) if the Term ends on a date that is not the end of a period referred to in paragraph (a), the period from the end of the last Financial Year for the purposes of paragraph (a) and ending on the date on which the Term ends.

Good Design and Construction Practice means work, materials, practices, methods and systems which accord with the following:

- (a) a proper and workmanlike manner;
- (b) with due care and skill in applying nationally accepted design, building design, engineering, construction, testing and management procedures;
- (c) relevant quality assurance systems;
- (d) all applicable state, national and international codes and standards including any standards issued by Australian Standards and all Laws;
- (e) use of materials of merchantable quality which are fit for their intended purpose;
- (f) use of suitably qualified, accredited and experienced personnel; and
- (g) use of appropriate plant and equipment.

Government Body includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

Grant Deed means the grant deed or funding agreement referred to in Item 15.

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

GST Laws means applicable Laws relating to GST.

Hazardous Substance includes:

- (a) Asbestos;
- (b) anything that contains Asbestos;
- (c) any solid, liquid, gas, odour, heat, sound, vibration, radiation, material, substance or contamination, of any kind on, in or under land or water, which:
 - (i) constitutes a pollutant or contaminant for the purposes of any Law;
 - (ii) makes or may make land or water unsafe, unfit or harmful for habitation, use or occupation by any person or animal;
 - (iii) creates or may be a risk to the health or safety of any person; or
 - (iv) is such that any land or water does not satisfy any relevant criteria or standards published or adopted by the Environment Protection Authority (Tas) from time to time.

Household means all members of an Eligible Person's household including the Eligible Person and any other person residing in the Dwelling on an ongoing basis (including on a full time or pro rata basis).

Housing Management System means the information system, or any other information system, used by the Owner for the purpose of applications, assessments, allocations, tenancy management, property management and/or reporting under this Deed.

Housing Register means Homes Tasmania's wait list of Eligible Persons made available to the Housing Support Provider.

Housing Support Provider means the entity set out in the Details and includes, as the context requires, the Housing Support Provider's employees, agents, contractors and invitees.

Housing Support Provider's Agents means:

- (a) each employee, consultant, contractor and agent of the Housing Support Provider;
- (b) each consultant engaged by the Housing Support Provider in relation to this Deed;
- (c) each employee, subcontractor and agent of any of the above; and
- (d) the employees and agents of any such subcontractor, who are involved in any activity related to this Deed or the Housing Support Provider's obligations under this Deed, and Housing Support Provider's Agent means any of them. For the avoidance of doubt, Housing Support Provider's Agents does not include the Owner, the Crown or the Owner's Agents.

Housing Support Services means:

- (a) housing support services as defined in section 3 of the Act; and
- (b) housing support services as set out in the Program Policy.

Income means all earned income (including asset income, workers compensation, imputed income, interest, superannuation and wages), child support payments and other statutory income (including family tax benefit, pensions, benefits and allowances) but excludes any Commonwealth Rent Assistance, in respect of each Dwelling.

Information Table means the table titled 'Part B: Information Table' included in this Deed.

Interest Rate means the rate in Item 7.

Item means an item in the Information Table.

Key Performance Indicators means the performance indicators and targets set out in 'Attachment 6: Key Performance Indicators' to be used to measure the performance by the Housing Support Provider of its obligations under this Deed.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

Market Rent means the market value rent for the relevant Dwelling if rented on the open market.

Maximum Period means the greater of:

- (a) a period set out in Item 16; or
- (b) a period agreed between the parties to this Deed.

Maximum Rent means the lesser of:

- (a) the total of Commonwealth Rent Assistance in respect of the Premises and the sum not exceeding 25% of the Income of the Household of the Tenant; or
- (b) the Market Rent.

month means calendar month.

NDIS means the National Disability Insurance Scheme.

NDIS Participant means a person who is a participant under the National Disability Insurance Scheme.

Owner means Homes Tasmania (established as a body corporate by section 9(2) of the *Homes Tasmania Act 2022* (Tas)).

Owner's Agents mean:

- (a) each officer and employee of the Owner or the Crown; and
- (b) each agent and contractor of the Owner or the Crown engaged in any activity related to the Owner' obligations under this Deed,

and **Owner's Agent** means any of them. For the avoidance of doubt, an Owner's Agent does not include the Housing Support Provider or any of the Housing Support Provider's Agents.

Permitted Use means the use set out in Item 8.

Premises means the premises listed Item 2 and as the context requires, may refer to all the Dwellings collectively or each Dwelling individually.

Program Policy means the Owner's policy direction for operating the Premises as set out in 'Attachment 4: Program Policy' which policy may be amended from time to time in accordance with clause 18.2.

Relevant Matter means any matter or thing related to any of the following:

- (a) the performance by the Housing Support Provider of its obligations under this Deed;
- (b) information to assist the Owner with responding to any ministerial enquires in respect of this Deed;
- (c) any report provided, or to be provided, by the Housing Support Provider to the Owner in accordance with this Deed;
- (d) any breach of this Deed by the Housing Support Provider;
- (e) the occurrence, or possible occurrence, of any Default Event.

Rent means the amount for each Premises as set out in column marked as **Rent** of 'Attachment 1: Premises'.

Repair Cap means the amount set out in Item 13.

Reporting Obligations means the reporting obligations set out in 'Attachment 7: Reporting Obligations'.

Residential Tenancy Act means the *Residential Tenancy Act 1997* (Tas).

Right includes a right, a power, a remedy, a discretion or an authority.

Statutory Charges means all charges in relation to the Premises levied by any Government Body including rates, water rates (but not water usage), sewerage rates, land tax (on a single holding basis), development levies, filing costs and subdivision levies.

Structural Repairs means any repairs or works required to be undertaken to the structure of the Premises including the foundations, floors, walls, roof and load bearing columns and, if applicable, includes the works to or replacement of the lift (if any) in the Premises.

Sub-lease means the sub-lease attached to this Deed as 'Attachment 5: Sub-Lease terms and conditions'.

Tenant means a person accommodated as a tenant of a Dwelling and as the context requires, may refer to all Tenants collectively or each Tenant individually.

Term means:

- (a) the period set out in Item 5; and
- (b) if applicable, includes any further term granted in accordance with clause 3.

Termination Notice has the meaning in clause 23.4.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:

- (i) any thing on which there is writing;
- (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
- (iii) an amendment or supplement to, or replacement or novation of, that document; or
- (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

1.5 Information Table

If there is an Information Table:

- (a) an Item that has not been completed will be taken to be 'not applicable'; and
- (b) unless the context otherwise requires, expressions defined in that table have the same meanings when used in other parts of this Deed.

1.6 Capacity of Owner

- (a) Unless otherwise stated in this Deed, a reference to the Owner means the Owner as a contracting party under this Deed.
- (b) The Owner's Rights under this Deed are in addition to his prerogatives and Rights under legislation or at common law. Nothing in this Deed limits or prevents the Owner or the Crown from exercising any such prerogative or Right or otherwise requires the Owner or the Crown to exercise, or to refrain from exercising or procure the exercise or the refraining from exercising of any such prerogative or Right in a particular way or at all.

1.7 Housing Support Provider's Agents

The Housing Support Provider must procure that each Housing Support Provider's Agent:

- (a) where the context requires, complies with the relevant provisions of this Deed in the same manner as the Housing Support Provider is required to do so;
- (b) not act in a way which would result in the Housing Support Provider being in breach of this Deed or which, if the action was undertaken by the Housing Support Provider, would result in the Housing Support Provider being in breach of this Deed.

1.8 Capacity and role of Housing Support Provider's Agents

- (a) The performance by any of the Housing Support Provider's Agents in whole or in part of the obligations of the Housing Support Provider under this Deed will not limit or affect the Housing Support Provider's obligations or liabilities under this Deed.
- (b) An act or omission of any Housing Support Provider's Agent in connection with any activity relating to this Deed, including negligent act and omissions, is taken to be an act or omission of the Housing Support Provider for the purposes of this Deed.

1.9 Prohibition on doing a thing

If this Deed prohibits the Housing Support Provider from doing a thing:

- (a) the Housing Support Provider must ensure that the Housing Support Provider's Agents and Tenants do not do that thing; and
- (b) the Housing Support Provider must not allow or cause any person to do that thing.

1.10 Inconsistency

In the event of inconsistencies between this Deed, the Grant Deed (if any) and any document incorporated by reference, then materials are to be read in priority as follows:

- (a) the Grant Deed;
- (b) this Deed;
- (c) any other documents incorporated by reference; to the extent of the inconsistency.

1.11 Non application of the Residential Tenancy Act

The parties acknowledge and agree that while this Deed in part provides for use of the Premises for residential accommodation, this Deed does not in itself form a residential tenancy agreement for the purposes of the Residential Tenancy Act on the basis of section 6(1)(db) of the Residential Tenancy Act.

2 Grant of Lease

2.1 Grant

The Owner grants to the Housing Support Provider, and the Housing Support Provider accepts from the Owner, a lease of the Premises:

- (a) for the Permitted Use;
- (b) from the Commencement Date until the Expiry Date; and
- (c) in accordance with this Deed and subject to the Act.

2.2 Holding over

If the Owner allows the Housing Support Provider to continue to occupy the Premises after the Expiry Date without a further lease being entered into, the Housing Support Provider does so:

- (a) from month to month;
- (b) at the Rent that is payable immediately prior to the expiration of this Deed and adjusted in accordance with this Deed;
- (c) with the Rent to be paid in accordance with clause 4.1;
- (d) with such arrangement capable of being ended by either party giving to the other party at least one months' notice in writing, expiring at any time despite any rule of Law; and
- (e) otherwise on the same terms and conditions as this Deed to the extent that those terms and conditions are capable of application from month to month.

3 Further term

- (a) The Owner may, by written notice to the Housing Support Provider no later than six months prior to the expiration of the Term, extend the Term for the further period as set out in Item 6, commencing on the day after the Expiry Date of this Deed, on the same terms and conditions described in this Deed with any necessary changes that the Owner requires.
- (b) The number of new terms that may be created under this Deed is limited to the number specified in Item 6 and this clause 3 must be excluded from the final Deed entered into as a result of the application of this clause.
- (c) In determining whether this Deed is to be extended under this clause 3, the Owner will consider the Housing Support Provider's performance of this Deed during the Term.
- (d) Nothing in this clause 3 requires the Owner to grant an extension of the Term to the Housing Support Provider.

4 Rent

4.1 Rent

The Housing Support Provider must pay the Rent to the Owner.

4.2 Payment of Rent

- (a) The Housing Support Provider must pay the Rent weekly in advance.
- (b) The first instalment of the Rent is to be paid on the Commencement Date of this Deed and each subsequent instalment of the Rent is to be paid on the first day of each subsequent week throughout the Term.

5 Adjustment of Rent

- (a) The Owner may adjust the Rent in accordance with the rent setting policy set out in the Program Policy.
- (b) If the Owner adjusts the Rent in accordance with clause 5(a) then the Owner must give the Housing Support Provider 28 days' notice of any such adjustment.

6 Financial obligations of Housing Support Provider

6.1 Services and utilities

In addition to the payment of Rent, the Housing Support Provider must pay for:

- (a) all charges for electricity, gas, telephone and water imposed or used on the Premises; and
- (b) any other operating costs incurred by the Housing Support Provider as a result of Housing Support Provider's use of the Premises in accordance with this Deed.

6.2 Interest

- (a) Where any money payable by the Housing Support Provider to the Owner under this Deed is not paid by the due date, interest is payable on the amount outstanding.
- (b) The interest payable in respect of any month will be an amount equivalent to the Interest Rate.
- (c) The interest will be calculated daily and compounded monthly from and including the day on which the payment was due up to but excluding the day on which the payment is made.

7 Financial obligations of Owner

The Owner must pay:

- (a) all Statutory Charges;
- (b) any fees, costs, and/or expenditure incurred by the Owner in complying with its obligations under the Building Legislation; and
- (c) subject to the Housing Support Provider's obligations, all other outgoings and costs and expenses associated with the Premises as and when they fall due for payment.

8 Permitted Use

The Housing Support Provider must, subject to this Deed and the Act, only use the Premises for the Permitted Use.

9 Disability Units

- (a) This clause 9 applies if Item 11 of the Information Table says that it is applicable.
- (b) Notwithstanding any other provision of this Deed, the Housing Support Provider must only enter into a Sub-lease for a Disability Unit with Tenants who are:
 - (i) Eligible Persons;
 - (ii) NDIS Participants; and
 - (iii) in need of special features or modifications of the Disability Unit.

10 Child Safe Organisation

- (a) This clause 10 applies if Item 12 of the Information Table says that it is applicable.
- (b) The Housing Support Provider must meet the obligations of a Child Safe Organisation.

Part D: Maintenance obligations

11 Housing Support Provider's specific maintenance obligations

11.1 Good repair and tenantable condition

The Housing Support Provider must, subject to fair wear and tear, keep the Premises in good repair and tenantable condition but excepting:

- (a) any necessary Structural Repairs, unless they have been caused by negligence or misconduct on the part of the Housing Support Provider, a Tenant or those for whom the Housing Support Provider is responsible;
- (b) repairs due to some natural disaster which is beyond the reasonable control of the Housing Support Provider;
- (c) any works covered by defect liability rights that the Owner has against third parties in relation to the construction of the Premises.

11.2 Repair Cap

- (a) Subject to clauses 11.2(b) and 11.2(c), the Housing Support Provider must:
- (i) arrange; and
 - (ii) pay for,
the cost of all repairs required to be undertaken to the Premises as a result of damage caused to the Premises by wilful, negligent, or careless action of the Housing Support Provider, Housing Support Provider's Agents, Tenants, visitors, friends or children.
- (b) The Housing Support Provider's liability in respect of the costs of repairs to the Premises is limited to the Repair Cap per incident.
- (c) Where the total cost of repairs incurred by the Housing Support Provider exceeds:
- (i) the sum \$10,000.00 per Financial Year where the Premises comprises one to four Dwelling; or
 - (ii) the sum of \$50,000.00 per Financial Year where the Premises comprises five or more Dwellings,
- the Owner will pay all costs over and above those amounts incurred by the Housing Support Provider for that relevant Financial Year.

12 Housing Support Provider's general maintenance obligations

12.1 Condition of Premises

The Housing Support Provider acknowledges and agrees:

- (a) that the Housing Support Provider has inspected the Premises prior to the Commencement Date;
- (b) that, nothing in this Deed is to be interpreted as placing an obligation on the Owner to make any alterations to any part of the Premises, during the Term for the purpose of improving the suitability of the Premises for the use under this Deed.

12.2 Damage to Premises

The Housing Support Provider must:

- (a) not damage the Premises in any way;
- (b) use its best endeavours to ensure that any Housing Support Provider's Agents and Tenants do not damage the Premises in any way; and
- (c) give the Owner prompt notice of any material damage or Defect to the Premises or anything likely to be a material risk to the Premises or to any person; and
- (d) repair any damage to glass including plate glass and exterior windows with glass on the Premises regardless of how such damage occurred.

12.3 Cleaning of Premises

The Housing Support Provider must, at its own cost:

- (a) keep the Premises in a clean and tidy condition having regard to the condition of the Premises as at the Commencement Date;
- (b) keep the Premises free from vermin and noxious weeds ;
- (c) properly dispose of all rubbish in accordance with the local municipal regulations;
- (d) keep all waste in proper receptacles and arrange for its regular removal from the Premises.

12.4 Maintenance of garden areas

The Housing Support Provider must, at its cost, cultivate, maintain, keep trim and in good order and condition all garden areas and landscaped areas of the Premises and must not, except in the course of proper management, remove any plants, shrubs or trees.

12.5 Standard of works

- (a) Any works or repairs which the Housing Support Provider is permitted or required to carry out in accordance with this Deed must be carried out in accordance with this clause 12.5.
- (b) The Housing Support Provider must ensure that:
 - (i) any works or repairs carried out at the Premises are carried out in accordance with:
 - (A) Good Design and Construction Practice;
 - (B) all Laws;
 - (C) all Authorisations;
 - (D) any relevant Australian Standards; and
 - (E) to the reasonable satisfaction of the Owner;
 - (ii) prior to the commencement of any works or repairs, all Authorisations required for the work are obtained and copies are provided to the Owner;
 - (iii) the works or repairs are carried out in a manner which minimises the need for future maintenance of the works and alterations;
 - (iv) the Housing Support Provider complies with and ensures that any Housing Support Provider's Agents comply with the reasonable directions of the Owner in connection with the carrying out of any works or repairs at the Premises;
 - (v) it immediately notifies the Owner of any damage or loss caused to persons or property arising from or in any way in connection with the carrying out of the works or repairs; and

- (vi) prior to commencing any works or repairs, the Housing Support Provider obtains appropriate insurance to the reasonable satisfaction of the Owner.

12.6 Provision of information to the Owner as to works

- (a) The Housing Support Provider must provide to the Owner, within 14 days of the Owner's written request information (including, without limitation, copies of Authorisations, plans or drawings) in relation to any works or repairs carried out or proposed by the Housing Support Provider in relation to the Premises.
- (b) The Owner cannot request such information any more than once a year during the Term.

12.7 Chattels

The Housing Support Provider must:

- (a) not remove any of the Chattels from the Premises, except for the purpose of repair or replacement;
- (b) maintain and repair all Chattels in the condition as they were in as at the date of this Deed;
- (c) replace any Chattels that have reached the end of their life cycle with replacements to be of the same or similar quality; and
- (d) following any replacement of any of the Chattels, provide the Owner with an updated list of each of the replaced Chattels.

13 Owner's maintenance obligations

13.1 General obligations

The Owner must:

- (a) enforce any defect liability rights that the Owner has against third parties in relation to the Dwellings, including any rights or benefits of the Housing Support Provider to any maintenance entitlements or warranties in respect to any plant or equipment located on or servicing the Dwellings including those relating to appliances including hot water systems, stoves and space heaters;
- (b) at the request of the Housing Support Provider, enforce any builder's warranty or insurance claims arising in relation to the Premises; and
- (c) arrange and pay for the cost of all repairs required to be undertaken to the Premises that exceed the Housing Support Provider's obligations in clause 11.2 and the Repair Cap.

13.2 Owner's maintenance obligations

Subject to the Housing Support Provider's obligations under this Deed, the Owner must carry out repairs, maintenance or other work and replacing any items required to keep the Premises in the same condition as at the Commencement Date including Structural Repairs, except where those repairs are required in connection with:

- (a) the negligent acts or omissions of the Housing Support Provider, which for the avoidance of doubt includes the Housing Support Provider's Agents or any Tenant; or
- (b) a breach of this Deed by the Housing Support Provider.

13.3 Structural Repairs

The Owner must:

- (a) at its cost and within a reasonable time of receipt of a request from the Housing Support Housing to do so, investigate the need for Structural Repairs to the Premises and conclude (acting reasonably) whether:
 - (i) there is a need for Structural Repairs to the Premises in order to protect the immediate health and/or safety of a Tenant, in which case the Owner will carry out the Structural Repairs as soon as reasonably possible after receipt of the request by the Housing Support Provider;
 - (ii) there is a need for Structural Repairs to the Premises in the short term, in which case the Owner will carry out the Structural Repairs within 12 months of receipt of the request by the Housing Support Provider; or
 - (iii) there is no need for any Structural Repairs to the Premises;
- (b) when determining what is a reasonable time the Owner must take into consideration the Housing Support Provider's obligations as an owner under the Residential Tenancy Act.

13.4 Building Legislation

- (a) The Owner, as the responsible owner under the Building Legislation, must ensure compliance of the Building with all requirements of the Building Legislation at all times during the Term.
- (b) The Housing Support Provider must not unreasonably hinder the Owner from meeting the Owner's obligations under the Building Legislation including allowing the Owner to grant access to the Premises to all relevant qualified persons to allow the Owner to comply with its obligations under the Building Legislation.
- (c) The Housing Support Provider must pay to the Owner, if requested by the Owner, all reasonable costs incurred by the Owner in complying with the Building Legislation as a result of any improvements made, or works done to, the Premises by the Housing Provider.

Part E: Housing Support Provider's Sub-lease obligations and tenancy management

14 Sub-lease

14.1 Housing Support Provider obligations

- (a) This clause 14.1 applies if Item 10 of the Information Table says that it is applicable.
- (b) The Housing Support Provider must, where applicable select an Eligible Person to be a Tenant for each Dwelling from the Housing Register by using the Housing Management System or other business processes prescribed by the Owner and allocate all vacant Premises to Eligible Persons in the highest need as determined by the Owner.

14.2 Sublease obligations

The Housing Support Provider must, where applicable: enter into a sub-lease with the Eligible Person in accordance with the Sub-lease;

- (a) ensure that rental for a Dwelling is no more than the Maximum Rent;
- (b) not enter into a sub-lease or any other arrangement with a Tenant which permits the Tenant to occupy a Dwelling for a term that expires after the Expiry Date of this Deed or any period of holding over as permitted in clause 2.2;
- (c) manage all sub-leases with Tenants in accordance with the Sub-lease and the Residential Tenancy Act;
- (d) advise the Owner on applications from Tenants to carry out alterations or work in any part of the Premises.

14.3 Special allocation

- (a) Notwithstanding anything else in this Deed, the Owner may direct the Housing Support Provider to sub-lease a Dwelling to an Eligible Person as identified by the Owner.
- (b) The Housing Support Provider must sub-lease a Dwelling to an Eligible Person as directed by the Owner in accordance with clause 14.3(a).

14.4 General management obligations

The Housing Support Provider must sublease the Premises in accordance with this Deed, and must without limitation undertake the following property and tenancy management tasks:

- (a) manage all Sub-leases in accordance with this Deed (including the Program Policy) and the provisions of those agreements;
- (b) show the Premises to prospective Tenants;
- (c) procure and investigate references from any prospective Tenant (if applicable);
- (d) enter into a Sub-lease with the selected Tenant;

- (e) collect rents from Tenants and manage arrears;
- (f) manage each Sub-lease in accordance with this Deed and the Residential Tenancy Act including:
 - (i) dealing with security deposits payable in accordance with the Residential Tenancy Act;
 - (ii) conducting inspections on the termination of a Sub-lease to assess, return, or otherwise of security deposits to Tenants under the Sub-lease;
- (g) prepare statements, demand, collect, receive and give receipts for rent, service charges and other payments at any time due from any Tenant or other person in respect of any Premises;
- (h) prepare a property condition report and provide copies to the Tenant in accordance with the Residential Tenancy Act;
- (i) inspect the Premises regularly and ensure compliance with the provisions of Sub-leases relating to the Premises and determine any repair and maintenance requirements;
- (j) negotiate:
 - (i) rent reviews, lease renewals; and
 - (ii) the subletting of any Premise which is, or becomes vacant;
 - (iii) it being acknowledged that rent must not exceed the Maximum Rent;
- (k) serve notices for rent reviews or terminating any Sub-lease;
- (l) manage issues relating to Tenants as required, including, but not limited to, Tenant participation meetings, grievance procedures and maintenance requirements;
- (m) manage eviction procedures as required;
- (n) deal directly with all Tenants and prospective tenants and arbitrate in any dispute between them;
- (o) consult with any relevant resident, Tenant, Body Corporate or community association;
- (p) take all reasonable steps to obtain any evidence necessary to reasonably satisfy itself as to the Income of the Household of a Tenant; and
- (q) take all reasonable steps to enforce the provisions of any Sub-lease of Premises and the Residential Tenancy Act, including recovering any amount payable by a Tenant under a Sub-lease.

14.5 Consistent occupation during Term

The Housing Support Provider must use its best endeavours to ensure that the Dwellings are consistently occupied during the Term by Eligible Persons and not left vacant.

14.6 Performance by Housing Support Provider

In carrying out its obligation to manage the Premises, the Housing Support Provider must:

- (a) exercise due care, skill and judgement;
- (b) perform its obligations and manage the Premises in accordance with the Standards;
- (c) perform those obligations in a timely manner;
- (d) without limiting the generality of this or any other clause of this Deed, comply with all Laws; and
- (e) act in good faith.

14.7 Warranties unaffected

The Housing Support Provider acknowledges the Housing Support Provider's obligations and warranties under this Deed remain unaffected notwithstanding:

- (a) any receipt, review, comment or direction of any aspect of the letting of the Premises by the Owner; or
- (b) any failure by the Owner to do any of the things referred to in clause (a).

Part F: General obligations

15 Housing Support Provider's general obligations

15.1 Notices and orders

The Housing Support Provider must immediately:

- (a) notify the Owner of the receipt of a notice or order received from a Government Body relating to:
 - (i) a serious and/or material health or safety issue in respect of the Premises;
 - (ii) the Housing Support Provider's management of the Premises;
- (b) notify the Owner of any serious concerns or queries raised by any Government Body, or any non-Government Body with an interest in the welfare of any persons who may occupy or frequent the Premises;
- (c) notify the Owner of any damage or defect to the Premises caused or arising as a result of the Housing Support Provider exercising any of its rights conferred under this Deed;
- (d) comply with the requirements of any notice or order received from a Government Body in respect of the Premises and/or the Housing Support Provider's management of the Premises; and

- (e) comply with all reasonable notices issued by the Owner to the Housing Support Provider relating to the Housing Support Provider's obligations under this Deed.

15.2 Authorisations

The Housing Support Provider must obtain, keep current and comply with all Authorisation required (if any) to undertake the Housing Support Provider's obligations under this Deed including, if applicable, all requirements of the *Property Agents and Land Transaction Act 2005* (Tas).

15.3 Compliance with Laws and policies etc

The Housing Support Provider must comply with:

- (a) all applicable Laws, Authorisations and any other requirements of a Government Body that affect the Premises including Laws relating to workers compensation and workplace health and safety where applicable;
- (b) the Program Policy;
- (c) the Owner's reasonable directions about the use and management of the Premises; and
- (d) all notices received from the Owner or any Government Body concerning:
 - (i) the Premises; and
 - (ii) the management of the Premises.

15.4 Security

The Housing Support Provider must:

- (a) secure the Premises when the Premises are not occupied; and
- (b) indemnify and promptly pay to the Owner on request any cost incurred by the Owner as a result of the Housing Support Provider or Tenants damaging or losing any key or security device provided by the Owner.

15.5 Nuisance

The Housing Support Provider must not, without the Owner's consent, do anything, and must take reasonable steps to ensure that a Tenant does not do anything, in or near the Premises which in the Owner's reasonable opinion is noxious, dangerous, offensive or a nuisance.

15.6 Unauthorised activity

The Housing Support Provider must:

- (a) not permit any activity to occur on the Premises that is not authorised under this Deed, without first obtaining the Owner's prior written consent;
- (b) ensure that the Premises are not used for any illegal activities or improper use.

15.7 Hazardous Substances

The Housing Support Provider must not store Hazardous Substances on or about the Premises except such substances that would reasonably be required to be stored on the Premises for cleaning.

15.8 Fire protection and safety

The Housing Support Provider must have an emergency control plan and procedure that meet AS3745-2010, Planning for Emergencies and Facilities - Standards Australia for the Premises Category 1.

15.9 Endanger Premises

The Housing Support Provider must not do or permit anything to be done in connection with the Premises which, in the reasonable opinion of the Owner, may endanger the Premises or be a risk to any person or property.

15.10 Withdrawal of caveat

Where the Housing Support Provider has lodged a caveat over the land on which the Premises is situated, the Housing Support Provider must, immediately on request by the Owner, consent to any dealing relating to the Premises or the land on which the Premises is situated and provide any documents that are necessary to permit the registration of that dealing.

15.11 Housing Support Provider's Agents

The Housing Support Provider must use all reasonable endeavours to ensure that the Housing Support Provider's Agents and any Tenants observe and comply with the Housing Support Provider's obligations under this Deed, where appropriate.

15.12 Signs and advertising

The Housing Support Provider must not, without the prior written consent of the Owner, erect any display, sign or advertisement to the exterior of the Premises.

15.13 Owner entry on notice

Upon receipt of reasonable notice from the Owner (which notice must be sufficient for the Housing Support Provider to comply with all relevant residential tenancy legislation) the Housing Support Provider must permit the Owner or the Owner's Agents, with or without workmen or contractors or others, at all reasonable times to enter upon the Premises or a Dwelling and to view the condition and the state of repair of the Premises.

15.14 No delegation without Owner consent

The Housing Support Provider must not delegate any duties or obligations under this Deed except as may be expressly permitted under this Deed or with the Owner's prior written consent.

15.15 Notice to repair

Upon receipt of notice from the Owner or any Government Body, the Housing Support Provider must repair, or otherwise make good, all defects and lack of repair that are the Housing Support Provider's responsibility under this Deed within a reasonable time to be specified in the notice (which shall be a period of at least 20 Business Days unless relevant Law or Government Body specifies a shorter period). If the Housing Support Provider fails to comply with a notice given under this clause 15.15, then the Owner, or the Owner's Agents, may, but are not bound to, undertake the required repairs.

15.16 Owner may recover costs

Following expiration of a notice issued under clause 15.15, and in circumstances where repairs which are the responsibility of the Housing Support Provider have not been completed pursuant to that notice, the Housing Support Provider must pay to the Owner within 14 days after written demand, all reasonable and proper money expended by the Owner to undertake works that are the Housing Support Provider's responsibility under this Deed (including but not limited to the work referred to in clause 15.15), together with interest at the Interest Rate, from the date of expenditure by the Owner to the date of payment by the Housing Support Provider, such interest to accrue from day to day.

15.17 Key Performance Indicators

- (a) This clause 15.17 applies if Item 14 of the Information Table says that it is applicable.
- (b) The Housing Support Provider must consistently meet or exceed the Key Performance Indicators during the Term.
- (c) To meet its obligations under clause 15.17(b) the Housing Support Provider must not, for a period of three consecutive months at any time during the Term, fall below the tolerance threshold of each target as set out in the Key Performance Indicators.
- (d) In the event the Housing Support Provider fails to comply with clause 15.17(c), the Housing Support Provider must provide a report to the Owner within 1 month of such failure, which report must:
 - (i) set out the reasons why the Housing Support Provider failed to meet the tolerance threshold; and
 - (ii) analyse the drivers for non-conformance and identify strategies to meet the tolerance threshold at a minimum, within three months.
- (e) Where applicable, failure to return the Key Performance Indicators to the tolerance threshold within three months of such failure will be a Default Event for the purposes of clause 23.2(e) and may result in the Owner issuing a Default Notice pursuant to clause 23.3.

15.18 Reportable Incidents

- (a) In the event of a Reportable Incident, the Housing Support Provider must:
 - (i) prioritise the health and wellbeing of those directly affected in the Reportable Incident;
 - (ii) restore a safe environment as soon as possible following the Reportable Incident;
 - (iii) minimise the opportunity for others to be exposed to the Reportable Incident environment;
 - (iv) notify the relevant person with an interest in the Reportable Incident of the Reportable Incident, including next of kin, police, support services as may be appropriate;

- (v) notify the Owner of the Reportable Incident:
 - (A) verbally within 24 hours of the Reportable Incident; and
 - (B) in writing within two Business Days of the Reportable Incident occurring in the form as set out in 'Attachment 8: Reportable Incident Form';
- (vi) where appropriate:
 - (A) actively contribute to any enquiry and/or investigation of the Reportable Incident that may be undertaken by any Government Body, including the Owner;
 - (B) participate in the implementation of any recommendations of any Government Body, including the Owner, following the Reportable Incident;
 - (C) manage verbal and documented information according to any legal obligations.
- (b) In this clause 15.18, a **Reportable Incident** means:
 - (i) an event or circumstance that is unexpected and unintended during the performance by the Housing Support Provider in accordance with this Deed that led to harm or suffering, loss or damage to a Tenant or Household resulting in death, injury or admission to hospital;
 - (ii) theft or misappropriation of rent or other income derived from the Premises;
 - (iii) complete, or major, disruption to the performance by the Housing Support Provider of the obligations under this Deed resulting from:
 - (A) an environmental event (such as fire or flood) requiring evacuation and temporary or permanent closure or significant reduction in service;
 - (B) a major external review that recommends closure or reduction in service provision or resources; or
 - (C) financial loss, as a result of theft or misappropriation;
 - (iv) a Reportable Incident is not an event that is:
 - (A) expected or usual to the behaviour or ongoing health and wellbeing of a Tenant or Household;
 - (B) one occurring to the Housing Support Provider's Agents;
 - (C) an allegation, which is a claim that has not been tested or substantiated; or
 - (D) a complaint.

15.19 Reporting abuse or neglect

- (a) If the Housing Support Provider is concerned about the safety, risk and wellbeing of a Tenant, a Household or a visitor to the Premises, the Housing Support Provider must:
 - (i) if child abuse or neglect is reasonably suspected, report this to the Advice and Referral Line on 1800 000 123;
 - (ii) if family violence is reasonably suspected, report this to Family Violence Response and Referral Line on 1800 633 937;
 - (iii) if elder abuse is reasonably suspected, report this to the Tasmanian Elder Abuse Hotline on 1800 441 169.
- (b) Where there are immediate safety and risk concerns, the Housing Support Provider must call Tasmania Police on 000 and, if applicable, seek emergency medical assistance.

16 Communication protocols

16.1 Acknowledgement

The Housing Support Provider must include in any promotional material, public (including media) announcement, advertising material, or other publication concerning the Premises, an acknowledgement that the Premises has been made available to the Housing Support Provider by the Owner. The acknowledgement must be in a form and substance satisfactory to the Owner.

16.2 Logos

- (a) The Housing Support Provider may use the Homes Tasmania Logo (the **Logo**) for any promotional material, public (including media) announcement, advertising material, or other publication concerning the Premises.
- (b) The Housing Support Provider must only use the Logo in accordance with the current Homes Tasmania Style Guide and Logo Policy, and with prior approval in writing from the Owner for that particular promotional material, public (including media) announcement, advertising material, or other publication concerning the Premises.
- (c) The Housing Support Provider must firstly provide the Owner with a copy of all promotional material, public (including media) announcement, advertising material, or other publication concerning the Premises on which the Logo is to be placed for approval prior to issuing so that the Owner can ensure that the Logo is used appropriately.
- (d) The Logo can be obtained by contacting Homes Tasmania via media@homes.tas.gov.au.

16.3 Publicity

The Owner reserves the Right to make public (including media) announcements in relation to, and otherwise report on the Premises, this Deed and any Relevant Matter.

16.4 Official launch and major announcements

- (a) The Housing Support Provider must give the Owner reasonable notice of each proposed Specified Event being not less than:
 - (i) 20 Business Days' notice for the Specified Event set out in clause 16.4(c)1.1(b)(i); and
 - (ii) five Business Days' notice for the Specified Event set out in clause 16.4(c)(ii).
- (b) If required by the Owner, the Housing Support Provider must consult with the Owner concerning the timing, planning and conduct of each Specified Event.
- (c) In this clause 16, **Specified Event** means:
 - (i) an official launch or opening by the Housing Support Provider of any Dwelling or works undertaken as part of this Deed; and
 - (ii) any media conference or public event arranged by the Housing Support Provider concerning the Premises.

17 Reporting Obligations

17.1 Review, monitoring or audit of Relevant Matters

- (a) The Owner may from time to time review, monitor or audit any Relevant Matter.
- (b) The Housing Support Provider must in connection with any such review, monitoring or audit by the Owner:
 - (i) assist and co-operate with the Owner;
 - (ii) meet with the Owner at such times, and in such manner, as the Owner reasonably determines;
 - (iii) promptly answer all questions put by the Owner.
- (c) In this clause, each reference to the 'Owner ' includes a reference to a person authorised in writing by an Authorised Officer for the Owner.

17.2 Specific reporting obligations

On or about each anniversary of the Commencement Date, the Owner may request, the Housing Support Provider to:

- (a) prepare and submit to the Owner for such periods as the Owner stipulates, with details of all tenancies and rent reviews and a forecast of rental and occupancy changes;
- (b) provide to the Owner up to date, accurate reports about:
 - (i) activities and referrals provided for Tenants;

- (ii) any standards, policies and procedures referred to in this Deed;
- (iii) service quality and service outputs under this Deed; and
- (iv) Tenant outcomes and other Tenant information as are requested.

17.3 Reporting Obligations

- (a) In addition to the specific reporting obligations in clause 17.2, the Housing Support Provider must provide the Owner with the reports and other documents set out in the Reporting Obligations and must deliver all reports and other documents to the Owner in a form and substance satisfactory to the Owner.
- (b) Unless otherwise stated in the Reporting Obligations, nothing in the Reporting Obligations limits the reports or frequency of reports that the Owner may require under this clause 17 or prevents the Owner from updating or changing the Reporting Obligations of the Housing Support Provider provided that the Owner provides the Housing Support Provider with 30 days' notice of the changes or updates the Reporting Obligations.
- (c) The Housing Support Provider gives to the Owner an irrevocable, non-exclusive, world-wide, perpetual and royalty-free, licence (including the right to grant sub-licences) to use, reproduce, modify and adapt the whole or any part of any report or document given by the Housing Support Provider to the Owner in accordance with this clause 17.3. The Housing Support Provider must ensure that it obtains from any third party holding moral rights (within the meaning of the *Copyright Act 1968* (Cwlth)) in any such report or document consent to any infringement of their moral rights by the Owner.

18 Owner's general obligations

18.1 Peaceful enjoyment

Subject to the Owner's rights, the Housing Support Provider may peacefully enjoy the Premises in accordance with the terms of this Deed during the Term without interruption by the Owner.

18.2 Policy changes

The Owner must notify the Housing Support Provider in writing if changes are made to the Program Policy.

Part G: Indemnity and Insurance

19 Release and indemnity

19.1 Release

The Housing Support Provider uses and occupies the Premises at its own risk and releases the Owner and its agents, contractors and employees, from all claims and demands of every kind in respect of or resulting from any death, damage, loss or injury occurring in connection with the Premises, except to the extent that such claims

result from the Owner's, or the Owner's Agents, negligence, default or unlawful act or unlawful omission.

19.2 Housing Support Provider indemnifies Owner

The Housing Support Provider indemnifies the Owner against all present and future legal liability, claim or proceedings for:

- (a) personal injury to, or death of, any party;
- (b) either or both loss of, or damage to, property of any party;
- (c) financial loss of any party; and
- (d) any breach of this Deed,

arising from, or attributable to, the Housing Support Provider's occupation or use of the Premises, and/or the Tenants occupation of the Premises.

19.3 Waiver of rights of recovery from Owner

The Housing Support Provider waives all present and future rights to claim against the Owner for:

- (a) personal injury to, or death of, any officers or employees of the Housing Support Provider;
- (b) either or both of, or damage to, any of the Housing Support Provider's property;
- (c) financial loss to the Housing Support Provider; and
- (d) any breach of this Deed,

arising from, or attributable to, the Housing Support Provider's occupation or use of the Premises.

19.4 Nature of indemnities and waiver

The indemnities and waiver in this clause 19:

- (a) do not extend to liability caused by the Owner's wrongful (including negligent) act or omission;
- (b) are continuing obligations of the Housing Support Provider, separate and independent from any other obligations; and
- (c) survive the termination of this Deed.

20 Insurance

20.1 Housing Support Provider to insure

- (a) The Housing Support Provider must take out and keep current throughout the Term, and for so long as the Housing Support Provider occupies the Premises contracts of insurance with a reputable insurer lawfully carrying on insurance business in Australia:
 - (i) indemnifying the Housing Support Provider's and the Owner's respective liability for:
 - (A) personal injury to, or death of, a third party; and
 - (B) either or both loss of, or damage to, the property of a third party, for at least \$20,000,000.00 for each individual claim or series of claims arising out of a single occurrence, or for such other sum as the Owner reasonably determines;
 - (ii) the Housing Support Provider's liability for loss of, or damage to, the Chattels, and accessories contained in or about the Premises. The policy must provide cover for the full insurable value of the Chattels and accessories against loss or damage resulting from fire and other risks, including, but not limited to, water, storm and rainwater damage but excluding any Tenant contents;
 - (iii) workers' compensation;
 - (iv) any other risks that the Owner reasonably requires the Housing Support Provider to insure against, for the amount stipulated by the Owner, to the extent that the claim for indemnity is not caused by the Owner's wrongful (including negligent) act or omission.
- (b) Without limiting the generality of clause 20.1(a)(a)(iv), the Owner may require the Housing Support Provider to take out a contract of insurance for alternative premises to be provided for Tenants under a sub-lease in the event the Premises are uninhabitable.
- (c) The liability to be insured against under clause 20.1(a)(i) is liability arising from, or attributable to, the Housing Support Provider's, a Housing Support Provider's Agent or a Tenant's occupation or use of the Premises, to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act or omission of the Housing Support Provider and/or Housing Support Provider's Agent.

20.2 Owner to be named as interested party

Insurance under clause 20.1 must note the interests of 'the Owner of Housing' as principal under the insurance contract.

20.3 Housing Support Provider to notify Owner

The Housing Support Provider must notify the Owner in writing as soon as practicable:

- (a) if an insurance contract referred to in subclause 20.1 lapses, is cancelled or is materially altered; or

- (b) if the Housing Support Provider claims, or becomes entitled to claim, under such an insurance contract for something related to the Premises or the subject matter of this Deed.

20.4 Evidence of insurance

The Housing Support Provider must give the Owner evidence (which may be by way of a certificate of currency) of:

- (a) the terms of; and
- (b) payment of the premium for,
each insurance contract referred to in clause 20.1,
- (c) before the Housing Support Provider exercises rights under this Deed; and
- (d) before each due date for renewal of each such insurance contract.

20.5 Owner may insure

- (a) If the Housing Support Provider fails to hold or renew each insurance contract required under subclause 20.1, then without being obliged to do so, the Owner may:
 - (i) take out or renew an insurance contract that the Housing Support Provider does not hold or has not renewed; and
 - (ii) pay any unpaid premium.
- (b) The Housing Support Provider must pay to the Owner, on demand, all costs that the Owner incurs to do that, and interest on those costs, at the Interest Rate, from the date of outlay to the date of payment.

20.6 Form of insurance

Any insurance policy affected by the Housing Support Provider under this clause 20.1 must be in the general form of a policy issued by the insurer for that class of insurance.

20.7 Housing Support Provider not to prejudice insurance

The Housing Support Provider must not do anything that may result in insurance under subclause 20.1, or any part of it, becoming invalid or unenforceable.

Part H: Assignment and other dealings

21 Assignment and subletting

21.1 No dealing with interest in agreement without consent

Subject to this Deed, the Housing Support Provider must not:

- (a) assign or deal with any interest in the Premises or its rights or powers as Housing Support Provider under this Deed;
- (b) grant any security over this Deed or any of the Housing Support Provider's property; or
- (c) lease, sublet or part with or share possession, use or occupation of the Premises,

without the Owner's prior written consent.

21.2 No deemed consent

The Owner's acceptance of rent or other money from any person other than the Housing Support Provider will not be taken as consent to that person as assignee, tenant, subtenant or occupier of the Premises.

21.3 Use of Premises

The Owner is deemed to have consented to any subletting of the Premises or any part of the Premises by the Housing Support Provider to Eligible Persons in accordance with the Permitted Use and this Deed.

21.4 Change in control

- (a) If requested by the Owner, the Housing Support Provider must provide to the Owner:
 - (i) a copy of its constitution, articles of association or rules;
 - (ii) details of its management structure, including communication lines between staff and management; and
 - (iii) an organisational chart.
- (b) The Housing Support Provider must:
 - (i) advise the Owner of any changes to its constitution, articles of association or rules;
 - (ii) forward to the Owner a copy of each special resolution passed by the Housing Support Provider within 10 Business Days after the passing of the special resolution; and
 - (iii) forward to the Owner a copy of each document lodged with the Australian Securities and Investments Commission (ASIC) within 10 Business Days after lodging the document.
- (c) The Housing Support Provider must not use and must ensure that none of its members use the Premises for any personal gain or profit.

Part I: Damage to Premises

22 Damage to Premises

22.1 Reinstatement or Termination by Owner

- (a) If the Premises or any part of the Premises or Dwellings are damaged or destroyed so that, in the reasonable opinion of the Owner, they cannot be used by the Housing Support Provider in accordance with this Deed, the Owner may, within 60 days of the date of the damage or destruction, give notice to the Housing Support Provider:
 - (i) terminating this Deed, if the Owner, in its absolute discretion, considers that it is impracticable or undesirable to repair the damage or destruction; or
 - (ii) that the Owner will commence reinstatement of the Premises to a condition where the Housing Support Provider can use or have access to the Premises;
 - (iii) that the Owner will remove the relevant Dwelling from this Deed.
- (b) The Housing Support Provider's obligations under this Deed will abate to an extent proportional to the effect on the Housing Support Provider's ability to manage that part of the Premises until that part of the Premises are reinstated or restored to a condition which would allow the Housing Support Provider to manage that part of the Premises in a reasonable manner.

22.2 No obligation to restore

In the event of partial or total destruction or damage to the Premises or any Dwelling the Owner has no obligation to reinstate or restore the Premises or Dwelling.

22.3 No obligation to provide alternative accommodation

In the event of partial or total destruction or damage to the Premises or any Dwelling the Owner has no obligation to provide alternative accommodation to the Housing Support Provider, and neither party has an obligation to provide accommodation to any person under the Housing Support Provider's responsibility.

22.4 Relocation

On request by the Owner, the Housing Support Provider must vacate that part of the Premises which has been damaged or destroyed.

22.5 Variation

If the Owner:

- (a) gives notice to the Housing Support Provider that it intends to reinstate the Premises under clause 22.1 and fails to do so within a reasonable time (having regard to the nature of the damage); or
- (b) fails to give notice to the Housing Support Provider under either clause 22.1 (a) or 22.1 (b),

the Housing Support Provider may vary this Deed to remove the damaged or destroyed Dwelling from the definition of Premises by giving 30 days' notice to the Owner, except where the Housing Support Provider has caused or contributed to the damage or destruction.

22.6 No compensation

If this Deed is terminated in accordance with clause 22.1, the Housing Support Provider will not be entitled to any compensation from the Owner and each party will release the other from all rights and obligations under this Deed, except in relation to any antecedent breach.

22.7 Relocation during period of works

Where the Housing Support Provider vacates part of the Premises in accordance with clause 22.1:

- (a) the Housing Support Provider must use its best endeavours to relocate any Tenant occupying the relevant part of the Premises to another property forming part of the Premises;
- (b) where the Housing Support Provider is unable to relocate any Tenant in accordance with clause 22.7(a), the Housing Support Provider must inform the Owner as soon as possible and inquire as to whether the Owner can relocate the Tenant on behalf of the Housing Support Provider at a property owned by the Owner but the Owner has no obligation to do so.

22.8 Owner not liable

The Owner is not liable for any loss, cost, damage or liability arising from the exercise by the Owner of its rights under clause 22.7 except where such loss, cost, damage or liability is caused by the Owner's negligence, default or unlawful act or unlawful omission.

Part J: Termination

23 Termination

23.1 Essential terms

- (a) The essential terms of this Deed are clauses 4.1, 6.1, 6.2, 7, 9(b), 11.1, 11.2(a), 14.2, 15.3, 15.17, 15.18, 15.19, 20.1(a) to the extent that they are applicable.
- (b) If the Housing Support Provider is in breach of an essential term and the Owner re-enters and takes possession of the Premises or ends this Deed, the Owner may recover all money payable by the Housing Support Provider under this Deed for the period from the date of its termination to the end of the Term.
- (c) This clause 23.1 does not prevent any other obligation of the Housing Support Provider under this Deed being an essential term.

23.2 Default Event

The Housing Support Provider commits a Default Event if:

- (a) the Housing Support Provider does not pay any money as required under this Deed for a period of 14 days after any day on which it ought to have been paid;
- (b) the Housing Support Provider has not remedied each default in the performance of its obligations under this Deed;
- (c) any term of this Deed is proven to be wholly or partly void, voidable or unenforceable by the Housing Support Provider or by anyone on behalf of the Housing Support Provider;
- (d) any creditor rightfully appoints an agent to take possession of the Housing Support Provider's interest in this Deed or any of the Housing Support Provider's property;
- (e) the Housing Support Provider breaches any obligation under this Deed.

23.3 Owner to issue Default Notice

Subject to clauses 23.7, 23.8 and 23.9, if the Housing Support Provider commits a Default Event, the Owner must give the Housing Support Provider written notice (**Default Notice**) setting out details of the default or defaults and prescribing a period of at least 30 days after receipt of the notice, during which the Housing Support Provider must make good the default or defaults.

23.4 Owner to issue Termination Notice

If, 30 days after receipt of a Default Notice, the Housing Support Provider has not remedied each default specified in the Default Notice then, the Owner may terminate this Deed by further written notice to the Housing Support Provider (**Termination Notice**) which shall be effective immediately on receipt of by the Housing Support Provider and the Owner may then recover from the Housing Support Provider any loss or damage suffered by the Owner because of the Housing Support Provider's default or defaults outlined in the Default Notice.

23.5 Damages following a Default Event

- (a) If the Owner exercises any of its rights under clause 23.4, the Housing Support Provider indemnifies the Owner against all cost, liability, loss and damage the Owner incurs or suffers in connection with the exercise of the Owner's rights under clause 23.4 including, without limitation, those incurred in connection with:
 - (i) re-entering the Premises; and
 - (ii) losing the benefit of the Housing Support Provider performing its obligations under this Deed from the date this Deed ends until the Expiry Date.
- (b) The Owner's rights under this clause are in addition to its other rights under this Deed.
- (c) If the Owner exercises a right under clause 23.4, any cost, liability, loss or damage suffered or incurred by the Owner is taken to be caused by the Default Event, not by the Owner's action.

- (d) The indemnity in this clause 23.5 does not extend to liability caused by the Owner's or the Owner's Agents wrongful (including negligent) act or omission.

23.6 Rectification by Owner

The Owner may at its option remedy any default on the part of the Housing Support Provider in complying with any provision of this Deed and any costs and expenses so reasonably incurred by the Owner will constitute a liquidated debt payable by the Housing Support Provider to the Owner on demand.

23.7 Owner may terminate immediately for insolvency

The Owner may terminate this Deed immediately, by written notice to the Housing Support Provider if any of the following occurs:

- (a) an order is made, or a resolution is passed, winding up the Housing Support Provider;
- (b) a receiver, or a receiver and manager, is appointed over all or part of the Housing Support Provider's assets;
- (c) a provisional liquidator or an administrator is appointed for the Housing Support Provider;
- (d) a scheme of arrangement is submitted for approval in respect of the Housing Support Provider;
- (e) the Housing Support Provider convenes a meeting or enters or proposes to enter into an arrangement or composition with its creditors;
- (f) the Housing Support Provider becomes insolvent;
- (g) the Housing Support Provider ceases, or threatens to cease, to carry on its operations, or threatens to dispose of the whole or a substantial part of its undertakings; or
- (h) a mortgagee of the Housing Support Provider's property takes possession of any of that property.

23.8 Owner may terminate for change in control of Housing Support Provider

The Owner may terminate this Deed immediately by written notice, if without the Owner's prior written consent, effective control of the Housing Support Provider is altered to any material extent from that subsisting at the date of this Deed. For the purposes of this clause effective control of the Housing Support Provider means:

- (a) control of the composition of the board of directors of the Housing Support Provider;
- (b) voting power of the Housing Support Provider; or
- (c) control of more than half of the issued share capital of the Housing Support Provider, excluding any part of it which carries no right to participate beyond a specified amount in the distribution of either profit or capital.

23.9 Owner may terminate immediately on termination of Grant Deed

The Owner may terminate this Deed immediately, if the Grant Deed is terminated.

23.10 Owner may terminate if Premises required for purposes of Act

The Owner may terminate this Deed if the Premises are required for the purposes of the Act by giving written notice to the Housing Support Provider. For the purposes of this clause, written notice means:

- (a) the Maximum Period; or
- (b) where this Deed is subject to a holding over arrangement under clause 2.2 not less than that period.

24 Housing Support Provider's obligations on expiry or termination

24.1 Expiry or termination

- (a) On the expiration or other termination of this Deed, the Housing Support Provider must:
 - (i) immediately cease carrying out its obligations under this Deed;
 - (ii) vacate the Premises and leave the Premises in a condition which is consistent with the Housing Support Provider complying with its obligations under this Deed;
 - (iii) return to the Owner all originals and copies of leases, tenancies and agreements entered into by the Housing Support Provider in connection with its obligations under this Deed and all information including accounts, property register records of Tenants and computer records maintained by the Housing Support Provider for the purpose of this Deed;
 - (iv) remove from the Premises all signs, names, advertisements or notices erected, painted, displayed, affixed or exhibited on or within the Premises;
 - (v) give the Owner all keys, access cards and similar devices for the Premises;
 - (vi) remove all the Housing Support Provider's personal property, plant and equipment, fixtures, fittings and improvements from the Premises and make good any damaged caused as a result of its removal;
 - (vii) not remove any of the Owner's property or the Chattels.
- (b) If the Housing Support Provider does not remove the Housing Support Provider's property, plant and equipment, fixtures, fittings and improvements from the Premises in accordance with clause 24.1(a)(vi), the Owner may treat the Housing Support Provider's property as abandoned and deal with it as the Owner sees fit at the cost of the Housing Support Provider.
- (c) The Housing Support Provider's property is at the Housing Support Provider's risk at all times before and after the date this Deed ends.

24.2 Housing Support Provider's obligations prior to termination

The Housing Support Provider must give to the Owner one month prior to the expiration of the Term or five Business Days after the receipt of notice terminating this Deed, a complete and accurate up-to-date account of all transactions subsequent to those shown in the accounts last submitted to the Owner with estimates of turnover of the management to such expiry or termination date and, not later than five Business Days after such date, pay to the Owner any sums due under this Deed.

24.3 Merger of Subleases

On the expiration or other termination of this Deed, this Deed will merge by virtue of operation of law, and accordingly section 82 of the *Conveyancing and Law of Property Act 1884* (Tas) will apply so that any Sublease granted by the Housing Support Provider to a Tenant will continue as if it were a lease between the Owner as landlord and the Tenant as tenant of the Owner.

Part K: Miscellaneous provisions

25 Special terms and conditions

- (a) The special terms and conditions (if any) in Item 17 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 17 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 17 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.
- (d) To avoid doubt and without limiting the operation of clause 29.16, any Right contained in Item 17 is in addition to any other Rights provided for in this Deed or at Law.

26 GST

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 26(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

- (e) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 26 as if it were an actual payment made pursuant to this Deed.
- (g) Unless the context otherwise requires, expressions used in this clause 26 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

27 Dispute resolution

27.1 Application

This clause 27 does not apply to any dispute or difference between the parties concerning the exercise by any party of any Right under legislation.

27.2 Negotiation

If a party gives written notice to each other party of a dispute or difference concerning this Deed, the parties must undertake negotiations with a view to resolving the dispute or difference.

27.3 Status of negotiations

- (a) Unless otherwise agreed in writing by the parties and subject to applicable Laws, other than the fact of occurrence, all aspects of negotiations for the purpose of clause 27.2 will be without prejudice and treated as confidential including:
 - (i) any settlement proposal made to, or considered by, a party;
 - (ii) the willingness of a party to consider a settlement proposal;
 - (iii) any statement made by, or on behalf of, a party during the negotiations; and
 - (iv) any document prepared for the purposes of the negotiations.
- (b) Nothing in clause 27.3(a):
 - (i) prevents a party from enforcing any signed settlement agreement made by the parties in relation to the dispute or difference;
 - (ii) prevents an agent or instrumentality of the Crown (that is a separate legal entity) from disclosing any matter to the Crown; or
 - (iii) prevents a Minister of the Crown from making a statement to Parliament or exercising any Right.

27.4 Further action

If, after 10 Business Days following receipt by a party of a notice under clause 27.2, the parties are unable to resolve the dispute or difference by negotiation, a party may take any lawful action as that party sees fit (including commencing legal proceedings) in relation to the dispute or difference.

27.5 Continuation of performance

Despite the existence of any dispute or difference, unless this Deed has been terminated, each party must continue to perform its obligations in accordance with this Deed.

27.6 Injunctive and other discretionary relief

Nothing in this clause 27 prevents a party from commencing legal proceedings to seek an injunction (whether interim or permanent), a writ of specific performance, declaratory relief, or any urgent or other interlocutory relief.

28 Notices

28.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
 - (i) in legible writing in the English language;
 - (ii) subject to clauses 28.1(b) and 28.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (iv) left or sent in accordance with clause 28.2.
- (b) A printed or copy or electronic signature is sufficient for the purposes of sending any Notice by facsimile or as an attachment by email.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

28.2 Method and address for delivery

- (a) Subject to clause 28.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
 - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or

- (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

28.3 Time of receipt

- (a) Subject to clause 28.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;
 - (ii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
 - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
 - (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 28.3(a) and 28.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

28.4 Other modes or places of service

Nothing in this Deed limits or excludes any other mode or place of service required by an applicable Law.

29 Miscellaneous

29.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

29.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

29.3 Entire agreements clause

- (a) This Deed and the Grant Deed (if any), form the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed and the Grant Deed (if any). All prior agreements in relation to the subject matter of this Deed and the Grant Deed (if any) are merged in and superseded by this Deed and the Grant Deed (if any) unless expressly incorporated in this Deed and the Grant Deed (if any) as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 29.3(a) affects the Owner's Rights in connection with this Deed in relation to any information given, or statement made, to the Owner by the Recipient, its employees or agents concerning any application for the Grant.

29.4 Liability

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

29.5 Benefit

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

29.6 Compliance with obligations

- (a) A party must ensure that its officers, employees, volunteers, authorised contractors, agents and advisers involved in the performance by that party of its obligations under this Deed:
 - (i) comply with the provisions of this Deed related to that performance; and
 - (ii) do not conduct themselves in a way that would result in the party being in breach of this Deed or that, if the conduct was undertaken by the party, would result in the party being in breach of this Deed.
- (b) If a party is prohibited from doing anything under this Deed, that party must not knowingly assist, authorise or allow any other person to do that thing.

29.7 Severance

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

29.8 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.
- (d) This Deed is not to take effect against a party until it has been signed by all parties and delivered, unless it is a deed poll or is intended to take effect immediately when delivered by one or more parties.

29.9 Further assurance

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

29.10 Business Days

If the day on or by which an act, matter or thing is to be done under this Deed is not a Business Day, that act, matter or thing must be done by no later than the next Business Day.

29.11 No partnership or agency

Unless stated to the contrary in this Deed:

- (a) nothing contained or implied in this Deed will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;
 - (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust; and
- (b) a party must not represent or hold itself out to be a partner, joint venturer, agent or representative of another party.

29.12 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

29.13 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

29.14 Waiver

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

29.15 Successors and assigns

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

29.16 Rights cumulative

Each Right provided for in this Deed:

- (a) operates independently of any other Right provided for in this Deed; and
- (b) is cumulative with, and does not exclude or limit, any other Right, whether at Law or pursuant to any other agreement, deed or document.

29.17 Set-off

The Owner may set-off against any moneys payable by the Owner to the Housing Support Provider under this Deed any debt or other moneys from time to time due and owing by the Housing Support Provider to the Owner. This right of set-off does not limit or affect any other right of set-off available to the Owner.

29.18 No assignment

A party must not assign any of its Rights and obligations under this Deed except with the prior written consent of each other party.

29.19 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

29.20 Determination

Where a party is required or entitled to form or hold an opinion or view under or in relation to this Deed, that opinion or view may be formed or held by an Authorised Officer for that party. This clause does not limit any other way in which a party may otherwise form or hold an opinion or view under or in relation to this Deed.

29.21 Consent and approvals

- (a) This clause applies to any consent or approval which a party must obtain from another party in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) Except as otherwise stated, a party whose consent or approval is required must not unreasonably withhold or delay that consent or approval.
- (e) A consent or approval may be given subject to reasonable conditions.

- (f) A party receiving a consent or approval must comply with any conditions subject to which the consent or approval is given. To the extent that the party receiving the consent or approval fails to comply with the condition, that failure is taken to be a breach of this Deed.

29.22 Doctrine of merger

The doctrine or principle of merger does not apply to this Deed or to anything done under or in connection with this Deed. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Deed.

29.23 Civil Liability Act 2002 (Tas)

The parties agree that:

- (a) Part 9A of the *Civil Liability Act 2002* (Tas) does not apply; and
- (b) the Rights, obligations and liabilities (whether such Rights, obligations or liabilities are sought to be enforced as a claim in contract, in tort or otherwise) of the parties in connection with this Deed are those that would exist if Part 9A of the *Civil Liability Act 2002* (Tas) did not apply.

29.24 No interference with executive duties or powers

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

29.25 Personal Information protection

- (a) This clause 29.25 applies only if the Housing Support Provider deals with Personal Information in the course of managing the Premises pursuant to this Deed.
- (b) If the Housing Support Provider is a Personal Information Custodian then the Housing Support Provider must:
 - (i) notify the Owner immediately if the Housing Support Provider becomes aware of a breach, or possible breach, of the PIP Act; and
 - (ii) ensure that the Housing Support Provider's employees, agents or subcontractors who are required to deal with Personal Information in the course of managing the Premises are aware of, and comply with, the Housing Support Provider's obligations under this clause.
- (c) A breach of the PIP Act by the Housing Support Provider is a breach of this Deed that entitles the Crown to terminate it under clause 29.25.
- (d) In this clause, **Personal Information** and **Personal Information Custodian** have the same meanings as in the *Personal Information Protection Act 2004* (Tas) ("PIP Act").

29.26 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (i) that are expressed to survive the termination of this Deed;

- (ii) that, at Law, survive the termination of this Deed; or
- (iii) that are necessary to survive the termination of this Deed:
 - (A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (B) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (C) to give full force and effect to the operation of clause 29.25(b) or clause 29.25(c).
- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.
- (c) Nothing in this clause 29.25 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Signing

Signing by Owner

Executed as a deed by the person named below acting as a delegate of Homes Tasmania pursuant to an instrument of delegation dated 02 December 2022 made under the *Homes Tasmania Act 2022* (Tas), in the presence of the witness named below:

Signature of delegate: →	<input type="text"/>		
*Print name and position of delegate:	<input type="text"/>	Witness' signature: →	<input type="text"/>
		*Witness print name and position:	<input type="text"/>
*Use BLOCK LETTERS		*Witness print address:	<input type="text"/>

Signing by Housing Support Provider

Executed as a deed by **##insert full name of company##** in accordance with section 127(1)(a) of the *Corporations Act 2001* (Cwlth):

Signature: →	<input type="text"/>	Signature: →	<input type="text"/>
*Print name and office held:	<input type="text"/>	*Print name and office held:	<input type="text"/>

*Use BLOCK LETTERS

Note: In the case of a company that has only one director and one secretary, show the office held as 'SOLE DIRECTOR AND SOLE COMPANY SECRETARY'

Signing by Housing Support Provider

The common seal of **##insert full name of company##** was hereunto affixed in the presence of:

Common seal:
→

Signature:
→

Signature:
→

*Print
name and
office
held:

*Print
name and
office
held:

*Use BLOCK LETTERS

Note: In the case of a company that has only one director and one secretary, show the office held as 'SOLE DIRECTOR AND SOLE COMPANY SECRETARY'

Signing by Housing Support Provider

The common seal of **##insert full name of corporation##** was hereunto affixed by authority of its committee in the presence of:

Common seal:
→

Signature:
→

Signature:
→

*Print
name and
office
held:

*Print
name and
office
held:

*Use BLOCK LETTERS

Note: If the Association has adopted the 'Model Rules', the common seal must be affixed in the presence of: two members of its committee; or one member of its committee and the public officer of the Association or any other person the committee has appointed for that purpose.

Attachment 1: Premises

Address	Certificate of Title	PID	Rent	Disability access units
87-91 CAMPBELL STREET	124132/2	1738867	\$1	6
1 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
2 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
3 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
4 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
5 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
6 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
7 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
8 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
9 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
10 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
11 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
12 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
13 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
14 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
15 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
16 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
17 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
18 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
19 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
20 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
21 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
22 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
23 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
24 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
25 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
26 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
27 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
28 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
29 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
30 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
31 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		

Address	Certificate of Title	PID	Rent	Disability access units
32 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
33 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
34 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
35 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
36 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
37 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
38 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
39 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
40 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
41 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
42 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
43 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
44 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
45 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
46 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
47 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
48 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
49 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		
50 Unit , 87-91 CAMPBELL STREET	124132/2	1738867		

1. The rent for the property must be paid only if requested by the Director in writing.



TP_103 (003).pdf



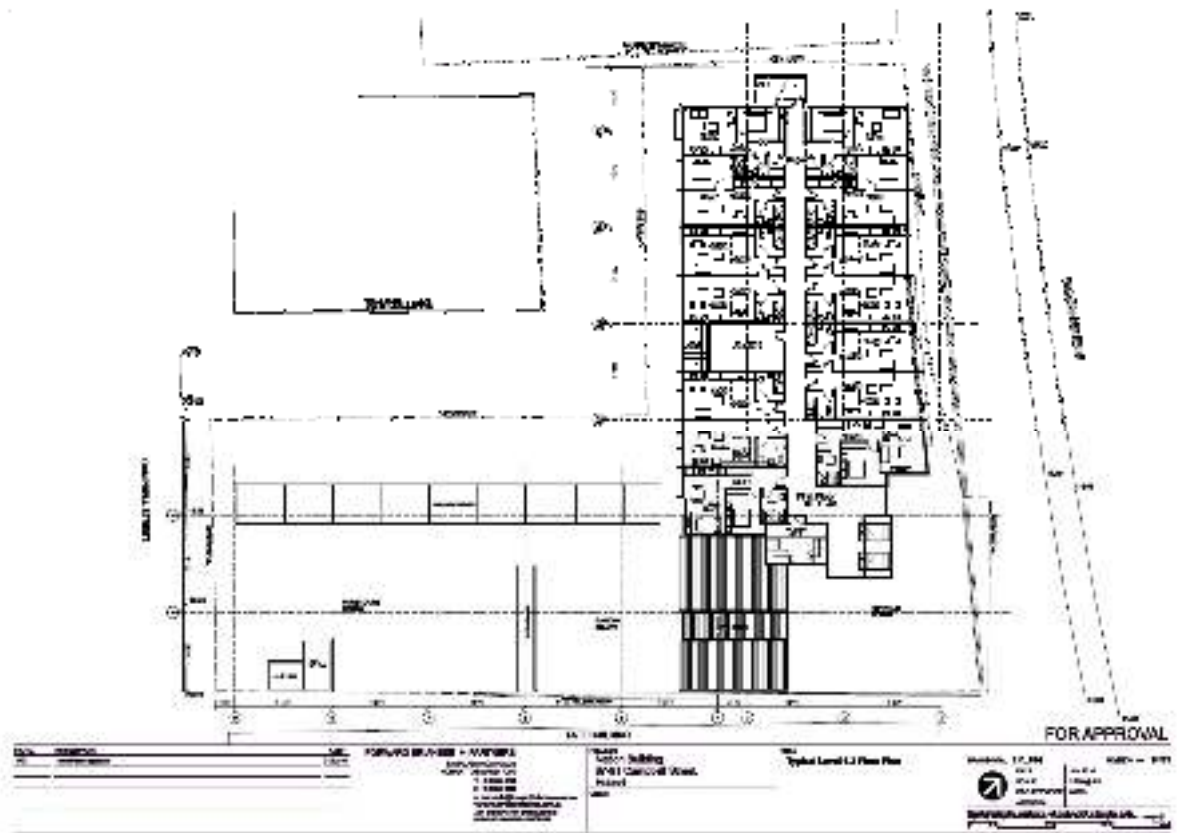
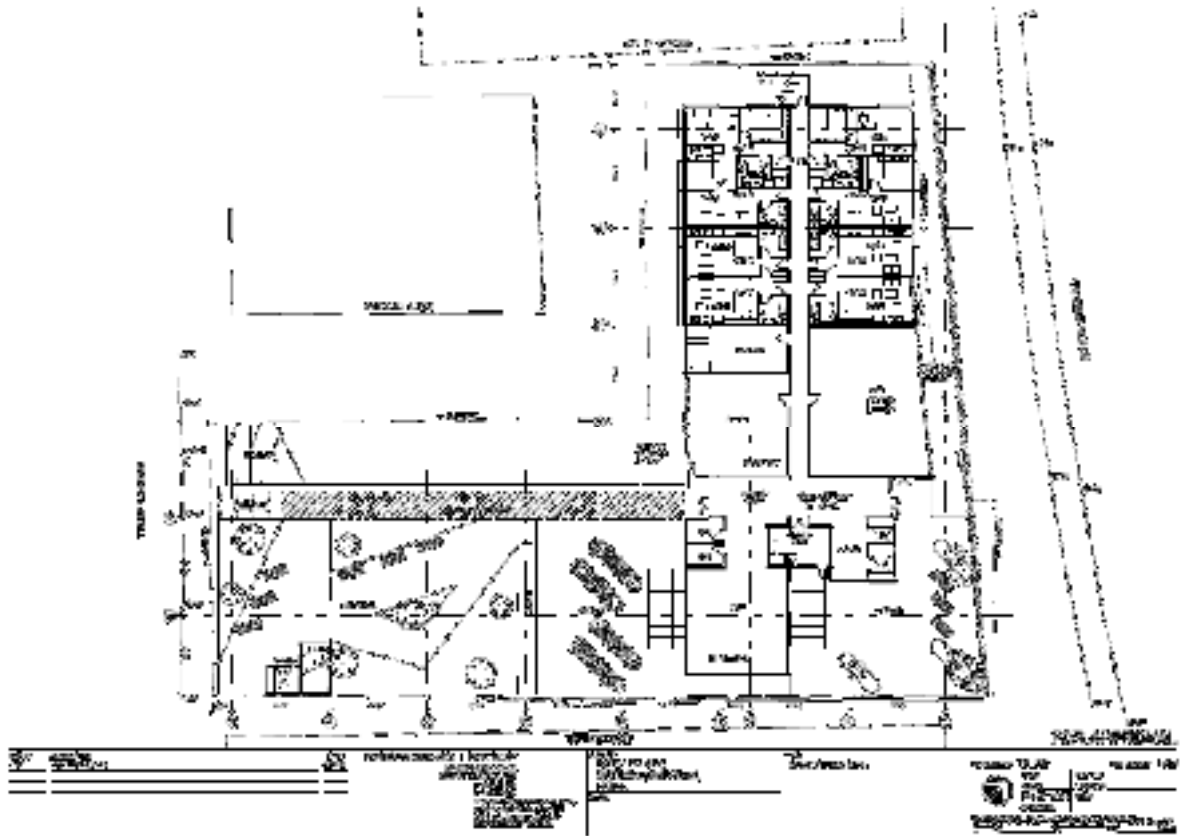
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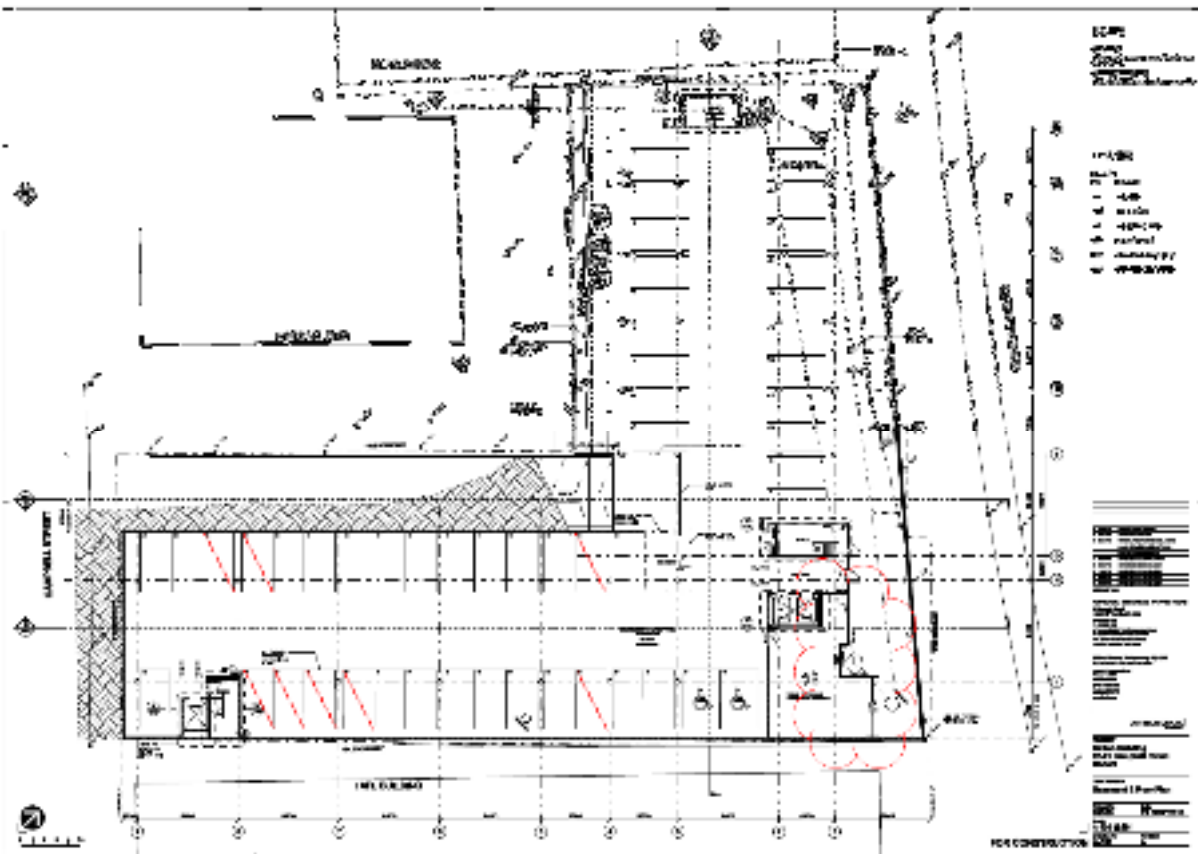
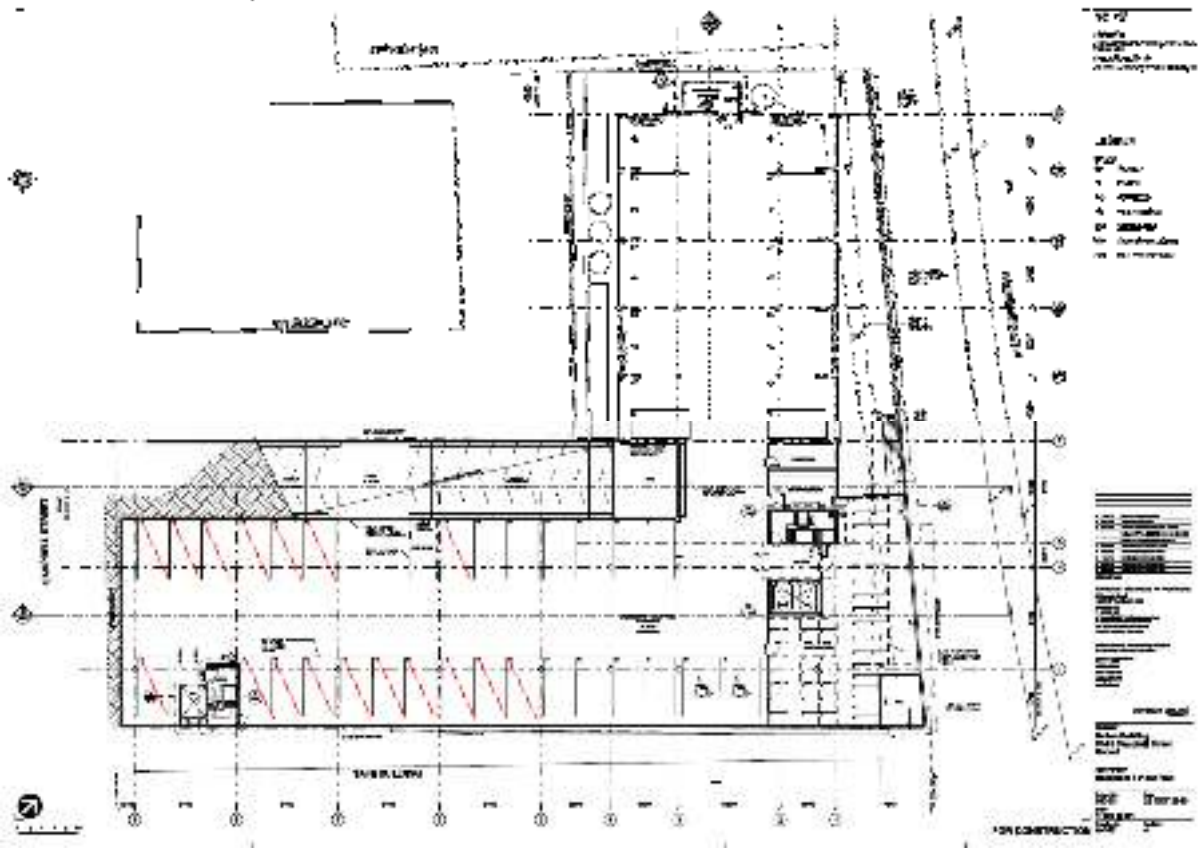


B01_Carparks_2022
0511.pdf



B02_Carparks_2022
0511 (003).pdf





Attachment 2: Chattels

[Drafting Note: To be included in executed Head Lease]

Attachment 3: Child Safe Principles

NOT APPLICABLE

Attachment 4: Program Policy

Attached – Long Term Support Accommodation Policy

Policy for Long Term Supported Accommodation

Purpose

This Policy provides the principles for operating long term supported accommodation services in Tasmania to support people aged over 18 years with low to moderate living skills to transition out of homelessness and into a stable home with integrated housing support to maintain a residential tenancy.

Policy Context

As part of Tasmania's specialist homelessness service system, long term supported accommodation services provide affordable and secure rental accommodation with integrated support for Tasmanians who require support to live independently as they may otherwise struggle to maintain a residential tenancy.

Long term supported accommodation is provided for the duration of need, as determined [for Eligible Persons](#) under the [Homes Tasmania Act 2022](#) and is provided within the requirements of the [Residential Tenancy Act 1997](#) (RTA).

Long term supported accommodation for adults aged 18 years of age and over who are homeless or at risk of homelessness is tailored to people's needs and includes different types of accommodation for:

- adults with low support needs
- adults with moderate support needs
- older Tasmanians aged over 50 years who require support to live independently.

Long term supported accommodation services in Tasmania are managed by housing support providers as defined under the [Homes Tasmania Act 2022](#).

Long term supported accommodation services across Tasmania are part of the housing continuum and support the introduction of [Housing Connect 2.0](#) which provides services tailored to the different circumstances and life stage of each person. This includes access to long term supported accommodation for people who are provided with support to enhance their connections to family, friends and their community and increase their wellbeing so they can live a safe and happy life.

Policy development – Draft version 0.C: Policy for Long Term Supported Accommodation

Homes Tasmania is introducing a policy framework and practice guidelines specifically for Housing Connect 2.0.

When finalised, the policies and practice guidelines will provide the policy setting for managing short term supported accommodation. Until then, this document remains a draft.

Risk Factors

There are a range of structural, community, familial and individual level issues effecting homelessness in Australia, with the root causes including income poverty and disadvantage.

Other known causes of homelessness include lack of access to affordable housing, relationship breakdown and family violence, low income and unemployment, mental illness, disability, and drug and alcohol use.

People who are exiting prison, mental health services or other institutional care are also at increased risk of experiencing homelessness.

Provision of Long Term Supported Accommodation

Referrals will be coordinated

Housing Connect is the principal application and referral point for all long term supported accommodation for Tasmanians aged 18 and over. Housing Connect assesses the required intensity of support, and suitable fit of a person before making a referral to a long term supported accommodation service.

Eligibility for Long Term Supported Accommodation

Applications for long term supported accommodation are made through Housing Connect.

To be eligible for long term supported accommodation, applicants must be eligible for social housing, be identified as having low to moderate living skills requiring integrated housing support, and they must be at risk of, or experiencing homelessness, as evidenced by either:

- exiting from an institutional facility (such as custodial arrangements, foster care and child safety residential placements, hospitals, prisons, and mental health facilities) into homelessness,
- experiencing primary homelessness (such as living without conventional accommodation, eg. sleeping rough),
- experiencing secondary homelessness (such as frequently moving from one temporary shelter to another, eg. brokered emergency accommodation and couch surfing),
- experiencing tertiary homelessness (where accommodation falls below minimum community standards, eg. boarding house or caravan park),
- experiencing insecure tenure (where the person has no tenure, or their tenure is short and not extendable),
- living in a home that is inappropriate, unaffordable or unsafe (eg. women and children escaping family violence).

Applicants must also be suitable for long term supported accommodation, which means an applicant is assessed as:

- requiring low to moderate integrated housing support to live independently

- willing to engage in a support plan to enhance their capabilities and live a safe and happy life
- able to live in a communal setting or in close proximity to other people.

Suitability for Long Term Supported Accommodation

People accessing long term supported accommodation have the right to safe, affordable, appropriate and supportive accommodation. All residents of long term supported accommodation are expected to conduct themselves in a way that does not limit their own or other's safety, and dignity, demonstrates respect to themselves, other tenants and staff and engage in or their participating in agreed support plans.

Some situations, or level of need, will mean a person is not yet ready to live at a long term supported accommodation service. This may include requiring a higher level of support than is provided at a service, exhibiting actions that endanger themselves or others, or not being willing to engage with support to enhance their capacity to live independently and maintain a residential tenancy.

If a person is not ready, Housing Connect will support the person to find other accommodation and support options. This may include brokered emergency accommodation, Safe Space services, accommodation for mental health recovery, connecting people with health care and providing accommodation for people exiting prison.

A person who is not ready can reapply for long term supported accommodation when their circumstances have changed.

Assessing Need for Long Term Supported Accommodation

Referrals to long term supported accommodation are made by Housing Connect. Referrals are based on life stage and level of assessed need.

To ensure that those in the greatest need receive housing offers first, prioritisation for long term supported accommodation considers the applicant's circumstances, their level of need and the type of accommodation that suites their needs.

Eligible applicants are assessed on the same basis as social housing applicants, as set out in Tasmania's Social Housing Policy. Suitable applicants must demonstrate they can live independently with support provided. Support for residents is provided on site and may also be provided by external services.

Long term supported accommodation is not suitable for people with affordability issues who could otherwise live independently without support.

Allocation of Long Term Supported Accommodation

Long term supported accommodation providers make allocations to eligible people from their own waiting lists of people referred by Housing Connect.

When determining a suitable allocation, a supported accommodation provider will consider:

- priority of need and each person's individual circumstances
- level of support required
- length of time the person has been waiting for housing
- other circumstances such as safety of the person and other residents, health and mobility issues, social and family support networks and the person's ability to successfully live in supported housing.

Allocations into long term supported accommodation facilities are made to Priority Applicants on the Housing Register.

Special Allocations in exceptional cases

When a person with exceptional needs is identified, Homes Tasmania may determine the need for immediate prioritisation and placement in long term supported accommodation.

In this event, long term supported accommodation providers will work closely with Homes Tasmania to identify available and appropriate accommodation.

The Deal that is enabling and personalised

A 'Deal' is an agreement between the person accessing long term supported accommodation and the provider that supports the person to strengthen their wellbeing and capabilities. A 'Deal' is a personalised and enabling approach that can vary between service types and be tailored to address individual circumstances.

A 'Deal' at a long term supported accommodation service may initially outline the person's expectations and accountabilities during their accommodation, focused on their safety and the safety of other residents and staff.

Using an Advantaged Thinking approach, a 'Deal' will be individually planned and negotiated with the person who is accessing long term supported accommodation and will focus on some or all elements of the six areas of wellbeing, depending on the person's goals and individual circumstances.

The six areas of wellbeing are:

1. education
2. employment
3. health and wellbeing
4. housing and living skills
5. community participation and
6. social connections

The 'Deal' will also include an agreement from the person seeking long term supported accommodation to respect the safety of themselves, other residents, and workers at the service. In return, the person is provided safe, supported, and affordable accommodation for the duration of need.

Management of Long Term Supported Accommodation

Objectives of Housing Support

Residents of long term supported accommodation have access to integrated housing support based on their level of need. Support is focussed on helping people to capitalise and build on their skills, abilities and resources with the goal of supporting people to keep a stable home.

Housing support services include support for residents focusing on, but not limited to:

- being tailored to the needs of each person to support independent living and maintain a residential tenancy
- an Advantaged Thinking approach that recognises individual differences and trauma that has led to homelessness, and supports people to make decisions about their own lives by focusing on their potential rather than their deficits,
- assisting individual residents to set their own goals towards improved wellbeing including social, education and economic participation, where they are appropriate and achievable
- developing trust and regularly engaging with residents through support plans
- providing advice and direction that is appropriate and supports residents to overcome personal challenges
- connecting residents with mainstream services where appropriate, to build capacity and support individual needs
- connecting residents to family and community support networks where appropriate and available to improve social, education and economic participation
- developing professional relationships with stakeholders and other service providers to achieve complementary and responsive outcomes for residents
- improving health and well-being by facilitating access to a range of services and community engagement options relevant to individual residents
- supporting the enhancement of relevant life skills eg. budgeting
- facilitating social inclusion through civic participation and engagement with residents to ensure they are active participants in decisions that affect them
- being a key contact and coordinator of shared services where appropriate
- assisting people to access alternative appropriate housing such as specialised disability accommodation, and residential aged care as and when required.

Accommodation Services

Long-term supported accommodation provides essential services. The types of services and the level of support differs dependent on the housing model.

Long Term supported accommodation for adults with **low** support needs

Long term supported accommodation facilities for people with low support needs will provide accommodation that includes (at a minimum):

- **a self-contained unit or bedsit** – units will generally have access to a private bathroom with shower, vanity and toilet and a kitchenette than enables residents to cook their own meals.

Residents are encouraged to furnish their units however can be supported to source essential items including a bed, mattress, linen and armchair or similar if required.

- **communal areas** – residents are encouraged and supported to stay connected with family and friends. There are several communal areas within the facilities including a commercial kitchen communal dining areas and lounges.
- **laundry facilities** – residents will have access to on-site laundry facilities, including washing machines and dryers.
- **length of stay** – accommodation is provided for the duration of need. Residents of long-term supported accommodation facilities will enter into a residential tenancy agreement (a lease) in accordance with the RTA. Leases can be renewed as required to provide ongoing security, subject to the person consistently meeting the conditions of their lease and remaining eligible for long-term supported accommodation.
- **affordable rent and bond** – residents are charged 25 per cent of their income plus 100 per cent Commonwealth Rent Assistance. In addition to rent, services may require a utility recharge fee for the use of communal areas and provision of Wi-Fi.

Residents may also be charged a bond consisting of two weeks rent. Bonds must be lodged via [MyBond](#) and will be held by the Residential Deposit Authority in accordance with the RTA.

If a person is unable to pay a bond, arrangements may be negotiated between the person seeking accommodation and the provider. In some circumstances this may include arrangements for a bond to be paid in instalments.

Long Term supported accommodation for adults with **moderate** support needs

Long term supported accommodation facilities for people with moderate support needs will provide accommodation that includes (at a minimum):

- **a private unit with ensuite** – units will generally have access to a private ensuite with shower, vanity and toilet. Residents are encouraged to furnish their units however can be supported to source essential items including a bed, mattress, linen and armchair or similar if required.
- **kitchen, dining, and lounge area which is shared** – three meals a day are provided for residents in a shared dining area. There are several communal areas for residents (including lounges) throughout the facility.
- **laundry facilities** – residents will have access to on-site laundry facilities, including washing machines and dryers to launder their personal clothing. A laundry service may be provided to launder resident's sheets and towels.
- **length of stay** – accommodation is provided for the duration of need. Residents of long-term supported accommodation facilities will enter into a residential tenancy agreement (a lease) in accordance with the RTA. Leases can be renewed as required to provide ongoing security, subject to the person consistently meeting the conditions of their lease and remaining eligible for long-term supported accommodation.
- **affordable rent and board** – rent paid by residents of long term supported accommodation facilitates is based on the model of service, including level of integrated housing support provided.

Long term supported accommodation for people with moderate support needs charges residents a board payment which includes rent, all utilities charges and three meals a day. The cost can be up to 85 per cent of people's income, *excluding* Commonwealth Rent Assistance.

Residents are not required to pay a bond and may also have some recreational activities covered as part of their board payment.

Long Term supported accommodation for **older Tasmanians**

Long term supported accommodation facilities for older Tasmanians will provide accommodation that includes (at a minimum):

- **a private unit with ensuite** – units will have a private bathroom with shower, vanity and toilet and a kitchen that enables residents to cook their own meals. Residents are encouraged to furnish their units however can be supported to source essential items including a bed, mattress, linen and armchair or similar if required. Residents will also have access to WiFi.
- **access to a communal space** – all long term supported accommodation for older Tasmanians has access to indoor and outdoor spaces for social activity and community engagement.
- **laundry facilities** – residents will have access to on-site laundry facilities, including washing machines and dryers.
- **length of stay** – accommodation is provided for the duration of need. Residents of long-term supported accommodation facilities will enter into a residential tenancy agreement (a lease) in accordance with the RTA. Leases can be renewed as required to provide ongoing security, subject to the person consistently meeting the conditions of their lease and remaining eligible for long-term supported accommodation.
- **affordable rent and bond** – residents will pay affordable rents based on 25 per cent of their income plus 100 per cent Commonwealth Rent Assistance (if eligible).

Residents are not required to pay a bond or any advance rent. Where possible, lease signing is aligned with resident's pay week. Any arrears are managed through an increased payment arrangement as required.

Tenancy and Property Management

For properties that are owned by Homes Tasmania, the supported accommodation provider will enter into a head lease under the *Homes Tasmania Act 2022* to provide tenancy management and housing support services.

Long term supported accommodation providers will enter into a Residential Tenancy Agreement (lease) with residents and manage tenancies in accordance with the *Residential Tenancy Act 1997* (RTA) including responsibility for:

- preparation and signing of leases and renewals
- vacancy control
- resident induction, including an overview of rights and responsibilities as a tenant
- income confirmation and monitoring, rent collection and proactive arrears management
- property inspections including at lease commencement and termination, in accordance with the RTA
- management of anti-social behaviour and property damage in collaboration with support services / workers
- ensuring access to a complaints and appeals mechanism
- managing resident exits in collaboration with support services / workers.

Organisational policies and procedures must comply with the RTA and ensure:

- residents are provided with fixed-term leases
- residents are not charged water usage fees, which is met by the provider
- where a tenancy agreement breach occurs, the details of the breach and the remedial actions must be explained to the resident in person and in writing. Support that is appropriate to the resident's circumstances will be coordinated and/or provided to assist the resident to remedy a breach and maintain their tenancy
- residents are provided with three opportunities to remedy a single breach episode
- residents are provided with clear and simple to read information about the review mechanisms available to them if they disagree with a decision about their tenancy including the Residential Tenancy Commissioner and/or Ombudsman Tasmania
- anti-social behaviour is managed to ensure residents are provided with quiet enjoyment in their home and the wellbeing of neighbours and the community is considered
- appropriate requests from residents for health and safety modifications consistent with the requirements of the *Anti-Discrimination Act 1998* are responded to.

Where appropriate, long term supported accommodation providers must maintain all relevant training and certifications for tenancy management, including training by the Tasmanian Office of the Anti-Discrimination Commissioner.

Exit Planning

Long term supported accommodation providers will work with each resident to plan a safe and appropriate exit from their service if this is requested by the resident or the tenancy becomes unsustainable including:

- exiting into independent living (social housing or private rental) with the necessary supports
- Moving in with friends or family
- exiting into an alternate long term supported accommodation service for those residents who have ongoing support needs.

In some situations, it may be appropriate to exit a person into short term accommodation including brokered accommodation. This could include:

- where the person is escaping a family violence situation, and it is necessary to move them for safety reasons
- where the person poses a risk to themselves, the safety of other residents or workers.

Unplanned exits should be avoided, and no person should exit long term supported accommodation into homelessness. Where an exit of a resident from the service is unavoidable, then alternative accommodation should be in place before a person exits the program.

All efforts should be made to support a resident in upholding their residential tenancy agreement before exiting a person from a service. This may include revising a support plan and their personalised 'Deal' to ensure it remains appropriate to the person's skills, goals and needs, noting that the safety of the person, other residents and workers is the priority.

Reporting Abuse or Neglect

Providers who are concerned for the safety, risk or welfare of a child should call the Advice and Referral Line on 1800 000 123.

Where there are safety, risk and wellbeing concerns relating to family violence, housing support providers should call the Family Violence Response and Referral Line on 1800 633 937.

If elder abuse is reasonably suspected, housing support providers should call the Tasmanian Elder Abuse Hotline on 1800 441 169.

If the provider believes a member of a household is at immediate risk and Police or medical assistance is required, they should call Emergency on 000.

Our Contact Details



Manager, Specialist Homelessness Programs
Housing Policy and Programs
(03) 6166 3660



housing.programs@homes.tas.gov.au



www.homestasmania.com.au

Attachment 5: Sub-lease terms and conditions

[## Residential Tenancy Agreement Template to be inserted however such sublease is to include:

- Restriction on Tenants from subletting;

Attachment 6: Key Performance Indicators

TITLE		INDICATOR	PERFORMANCE TARGET	DATA SOURCE
KPI 1	Occupancy Rate	Proportion (%) of all residential units at the Premises each month that are occupied	≥ 95%	KPI 1
KPI 2	Securely housed at exit	Proportion (%) of Tenants with closed support periods who moved into secure housing	≥ 75%	KPI 2
KPI 3	Improved wellbeing	Proportion (%) of Tenants who made progress against agreed outcomes in their case plans	≥ 90%	KPI 3

Without limiting clause 15.17, the Recipient agrees that during the Term it must co-operate with the Grantor in developing alternative Key Performance Indicators to be applied to this Deed.

Attachment 7: Reporting Obligations

A. Quality and Safety Framework Reporting All Reportable Incident Forms are to be sent to: housing.programs@homes.tas.gov.au	
A.1 Quality and Safety Framework	The Housing Support Provider will demonstrate continuous quality improvement and safety activity to the satisfaction of the Owner in accordance with the Quality and Safety Framework for Tasmania's DHHS Funded Community Sector.
A.2 Reportable Incidents	Reportable incidents must be reported in accordance with this Deed.
B. Performance Reporting All Performance Reports are to be sent to: housing.programs@homes.tas.gov.au	
B.1 Quarterly KPI Reports	Applicable. The Housing Support Provider will provide quarterly reports against the Key Performance Indicators by the 8th day of each quarter.
B.2 Half-Year Outcomes Performance Reporting	Not applicable
B.3 National Performance Reporting	The Housing Support Provider will provide client activity information to the AIHW National Data Collection Agency (NDCA) in accordance with the reporting requirements of the Specialist Homelessness Services National Minimum Data Set (SHS NMDS).
B.4 Annual SHS Demand Analysis	After 30 September each year the Owner, using data collected from National Performance Reporting (and subject to the availability of that data), will provide an annual report on service demand and activity for specialist homelessness services in Tasmania.
B.5 Other Performance Information	The Housing Support Provider is to provide other performance or activity related information if requested by the Owner.

C. Financial Accountability Reporting

Financial Reporting – all Financial Reports are to be sent to:

Grants Management Team
csgmt@decyp.tas.gov.au

C.1	Half-Year Reporting	Not Applicable.
C.2	Annual Report	Within five months of the end of the Financial Reporting Year the Housing Support Provider will provide Homes Tasmania with an Annual Report of the Housing Support Provider.
C.3	Annual Grant Financial Accountability Report – for each funded service	By 31 October of each year the Housing Support Provider will provide Homes Tasmania with: <ul style="list-style-type: none"> a completed Annual Grant Financial Accountability Report signed by two office holders or members of the Housing Support Provider considered to be bona fide representatives of the Housing Support Provider to the effect that the grant provided under this Deed was received and disbursed for the purpose for which it was given; where the total Grants received from Homes Tasmania are greater than \$100,000 per annum, a certificate signed by an Approved Auditor to the effect that the Annual Grant Financial Accountability Report is properly drawn up and records presented give a true and fair view of the affairs of the Housing Support Provider.
C.4	Financial Statements	Within four months of the end of the Financial Reporting Year the Housing Support Provider will provide Homes Tasmania with a signed copy of the Housing Support Provider’s financial statements (including balance sheet and income statement) together with a signed audit opinion from an Approved Auditor.
C.5	Other Financial Information	The Housing Support Provider will provide receipts and other evidence relating to the expenditure of the Grant Amount, including internal management information or extracts of reports from the Housing Support Providers financial management information systems, if requested by the Owner.
D. Other Service Information		
D.1	Other Information	The Housing Support Provider is to provide information on service planning and policy implications if requested by the Owner. This information may include, but is not limited to information on new or unmet needs, service gaps, business processes, innovations in service delivery, policy review options, and systems issues.

Attachment 8: Reportable Incident Form

This form is to be completed and sent to housing.programs@homes.tas.gov.au

Organisation Details

Organisation _____ Service _____
Contact Person _____ Contact Person's Position _____
Contact Person's Phone Number _____

Consumer Information

Details of the consumer affected by this incident.

Last Name _____ First Name _____
Gender _____ Date of Birth _____
Address _____
Is the consumer subject to any legal orders?
(If Yes, please Specify) _____

Incident Details

Details of when and where this incident occurred.

Location of Incident _____
Incident Date _____ Incident Time _____
Reported By _____ Position _____
Witnessed By _____ Position _____

Notifications

Who has been notified about this incident (Police, ambulance, family etc.)?

Name / Relationship _____ Time and Date _____
Name / Relationship _____ Time and Date _____
Name / Relationship _____ Time and Date _____

Incident Type

Please indicate the nature of the incident that occurred (type of injury, cause/s of injury).

Specific Incident Details

Please provide a clear, factual summary, including any contributing factors to the incident.

Actions Taken

What actions were taken immediately following the incident?

Further Planned Actions

What actions will be taken next?

Name of Person Completing this Form _____ Signature _____

Position _____ Date _____

Please affix any additional information to this form