



# Grant Deed – Housing Support Provider

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## **Homes Tasmania**

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

**(Grantor)**

and

**[##insert the entity named in Item 1##]**

**(Recipient)**

Program:	Supported Accommodation Facility 87-91 Campbell Street, Hobart
Services:	
Commencement Date:	01 July 2023
Expiry Date:	30 June 2028
Grant Deed:	
Internal Reference:	

THE CROWN SOLICITOR OF TASMANIA  
Executive Building  
111 Macquarie Street Hobart Tasmania 7000  
GPO Box 825 Hobart Tasmania 7001  
Telephone: (03) 6165 3650  
Facsimile: (03) 6173 0265

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# Grant Deed

## Part A: Details and recitals

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### Date:

### Parties:

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

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Name	<b>The entity named in Item 1</b>
Short form name	<b>Recipient</b>
Notice details	Refer Item 1

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### Recitals:

- A. In accordance with Part 11 of the Act, the Grantor, may grant, from the funds of the Grantor, money to a person, if the Grantor is satisfied that the person intends to use the money:
- (a) to sell or lease dwelling-houses to persons, or to provide residential accommodation to persons, some or all of whom are Eligible Persons; or
  - (b) to provide housing support services as defined by section 5 of the Act.
- B. The Recipient is a 'housing support provider' as defined by section 5 of the Act.
- C. The Grantor, acting under the powers conferred by the Act has agreed to grant the Recipient a monetary grant in accordance with this Deed and the Act.
- D. The Recipient has agreed to accept a monetary grant in accordance with this Deed and the Act.

## Part B: Information Table

Item 1	Page 1:	Recipient's details
Name:		[##insert name##]
ACN/ARBN/ABN:		[##]
Notice details:		[##insert address##]
		Telephone: [(##) #####]
		Email: [##]
		Attention: [##insert name or position##]

Item 2 (clause 1.1): Approved Purpose for which the Grant is provided
To operate a [##Service Type##] as a [##Program Name##] at the Approved Location(s) in accordance with the Agreed Plan.

Item 3 (clause 1.1): Grant Amount																								
The total amount of the Grant Amount payable for the periods 1 July 2023 to June 2028 by the Grantor is set out in the table below.																								
Indexation will commence in the Financial Year 2024-2025 and the notification of the indexation factor will be made in accordance with clause 2.3.																								
<b>Grant Funding Table – set up in 2023-28</b>																								
<table border="1"> <thead> <tr> <th>Approved Purpose</th> <th>Grant</th> <th>Indexation</th> <th>Total Set Up Funds (ex GST)</th> <th>GST</th> <th>Total Set Up Funds</th> </tr> </thead> <tbody> <tr> <td>Supported Accommodation Facility – SAF 2023-2028</td> <td>\$69 692</td> <td>N/A</td> <td>\$69 692</td> <td>\$6 962</td> <td>\$76 661</td> </tr> <tr> <td>Supported Accommodation Facility – Utilities Subsidy</td> <td>\$66 000</td> <td>N/A</td> <td>\$66 000</td> <td>\$6 600</td> <td>\$72 600</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$135 692</b></td> <td><b>N/A</b></td> <td><b>\$135 692</b></td> <td><b>\$13 562</b></td> <td><b>\$149 261</b></td> </tr> </tbody> </table>	Approved Purpose	Grant	Indexation	Total Set Up Funds (ex GST)	GST	Total Set Up Funds	Supported Accommodation Facility – SAF 2023-2028	\$69 692	N/A	\$69 692	\$6 962	\$76 661	Supported Accommodation Facility – Utilities Subsidy	\$66 000	N/A	\$66 000	\$6 600	\$72 600	<b>TOTAL</b>	<b>\$135 692</b>	<b>N/A</b>	<b>\$135 692</b>	<b>\$13 562</b>	<b>\$149 261</b>
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**Item 4 (clause 3.1): Payment method and timing of Grant**

Payment by instalments as set out is the table below:

Set Up payment	Percentage of Set Up Funds paid
N/A	N/A
N/A	N/A
Full operation payment Quarter Beginning	Percentage of Annual Funds paid
1 July	40%
1 October	20%
1 January	20%
1 April	20%

Subject to clause 20, the Grantor will, within five Business Days of the beginning of each quarter as identified in the table above, pay the percentage of the Grant Amount due to the Recipient by electronic transfer to the account notified to the Grantor in writing.

**Item 5 (clause 3.2(a)): Conditions precedent to payment of Grant**

The payment of the Grant by the Grantor to the Recipient is subject to the following conditions precedent:

- (a) **(Insurance):** The Recipient must provide a copy of the insurance contracts required by clause 13.2(a) and 13.2(b) and evidence of the currency of those insurance contracts.
- (b) **(Special conditions):** Any other conditions precedent set out in Item 19, if any.

**Item 6 (clause 3.3): Grant Account**

Not Applicable.

**Item 7 (clause 7.2): Agreed Plan for carrying out Approved Purpose**

See Attachment 1: Agreed Plan.

**Item 8 (clause 7.3): Approved Location**

The premises owned by the Grantor and situated at 87-91 Campbell Street, Hobart Tasmania 7000

The premises set out in the Head Lease entered between the Grantor and the Recipient dated [##insert date##].



<b>Item 9 (clause 7.4): Eligible Persons</b>
Men and women who are homeless or at risk of homelessness.
<b>Item 10 (clause 7.5): Agreed Budget for carrying out Approved Purpose</b>
See Attachment 2: Agreed Budget.
<b>Item 11 (clause 7.9): Commencement Date</b>
1 July 2023
<b>Item 12 (clause 7.10): Expiry Date</b>
30 June 2028
<b>Item 13 (clause 7.10): Term</b>
Subject to the other terms of this Deed, the period of 5 years from the Commencement Date until the Expiry Date.
<b>Item 14 (clause 4): Further Term</b>
One further term of 5 years commencing on 1 July 2028 and expiring on 30 June 2033.
<b>Item 15 (clause 1.1): Head Lease</b>
Applicable
<b>Item 16 (clause 1.1): Key Performance Indicators</b>
Applicable
<b>Item 17 (clause 1.1): Child Safe Organisation</b>
Not Applicable
<b>Item 18 (clause 13): Insurance</b>
Applicable 13.2(a) - Public Liability Insurance Cover - \$20,000,000 per claim 13.2(b) - Professional Indemnity Insurance Cover - \$10,000,000 per claim
<b>Item 19 (clause 19): Special terms and conditions</b>
The following special terms and conditions apply to this Deed:  <b>Car parks</b> 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.  <b>Utilities subsidy</b> means \$66 000 per annum to be indexed annually from 1 July 2024-25. The funds subsidise the \$50 utility recharge for all current residents who sign a new lease with the Recipient.  At the commencement of a further 5 Year Term, the utility subsidy will be reduced by the total utility charges received from new residents, to be indexed annually over the term.

At the commencement of a further 5 Year Term, the utility subsidy will be reduced by the total utility charges received from new residents, to be indexed annually over the term.

***Special condition: Delivery of Approved Purpose***

Without limiting clause 7.2, the Approved Purpose must be delivered in accordance with the following:

- (a) [Residential Tenancy Act 1997 \(Tas\)](#)
- (b) [Homes Tasmania Act 2022 \(Tas\)](#)
- (c) [Registration to Work with Vulnerable People Act 2013](#)
- (d) [Disability Services Act 2011](#)
- (e) [Anti-Discrimination Act 1998](#)
- (f) [Current Directions](#) by the Tasmanian Government about public health orders, emergency directions and COVID-Safe plans

***Special condition: Ministerial enquiries***

The Recipient must as requested by the Grantor, provide to the Grantor:

- (a) appropriate and timely responses
- (b) within timeframes identified by the Grantor
- (c) in a form and substance satisfactory to the Grantor from time to time in order to assist the Grantor with responding to any ministerial enquiries in respect of this Deed.

# Part C: Operative provisions

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The parties agree as follows:

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## 1 Definitions and interpretation

### 1.1 Definitions

In this Deed, unless the context otherwise requires:

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

**Agreed Budget** means the budget in Item 10.

**Agreed Plan** means the plan in Item 7.

**Approved Location** means the location in Item 8.

**Approved Purpose** means the purpose for which the Grant is provided in Item 2.

**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.

**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.

**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 Principles for Child Safe Organisations is attached in 'Attachment 4: Child Safe Principles'.

**Commencement Date** means the date in Item 11.

**Confidential Information** means all Material and other Reports, information or records that:

- (a) are by their nature confidential;
- (b) are designated by the Grantor as being confidential;
- (c) the Recipient knows or ought to know are confidential, but does not include information which:
- (d) is or becomes public knowledge, other than by breach of this Deed or by any unlawful means;
- (e) is in the possession of the Recipient without restriction in relation to disclosure before the date of receipt from the Grantor; or

(f) has been independently developed or acquired by the receiving Party.

**Conflict** means any matter, circumstance, interest, or activity involving or affecting the Recipient, or any of its Personnel, that conflicts with, may conflict with, or otherwise impairs, the Recipient undertaking the Approved Purpose fairly and independently in accordance with this Deed.

**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 15.1.

**Defined Event** means each of the events specified in clause 15.1(b).

**Details** means the details and recitals set out above.

**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 12.

**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.

**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** means the grant paid, or to be paid by the Grantor to the Recipient in accordance with clause 2.1.

**Grant Account** has the meaning in clause 3.3.

**Grant Amount** means the amount in Item 3.

**Grantor** means the person or entity named as Grantor in the Details and where the context requires, includes the employees, authorized contractors and agents of that person.

**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.

**Head Lease** means, if applicable, the head lease set out in Item 15.

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

**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.

**Information Table** means the table titled 'Information Table' (if any) included in this Deed.

**Item** means an item in the Information Table.

**Key Performance Indicators** means the performance indicators and targets set out in 'Attachment 5: 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.

**Material** means all material brought, or required to be brought, into existence as part of or for the purposes of performing the Approved Purpose, including documents, information and data stored by any means and including any records relating to the delivery of Approved Purpose.

**month** means calendar month.

**PPSA Security Interest** has the meaning given to the term 'security interest' in the *Personal Property Securities Act 2009* (Cwlth).

**Personnel** means any person who is an officer, employee, volunteer, approved subcontractor, approved agent, advisor, of the Recipient.

**Program Policy** means the Grantor's policy direction for providing Housing Support Services as set out in 'Attachment 3: Program Policy' which policy may be amended from time to time in accordance with clause 11.

**Quality and Safety Framework** means the Quality and Safety Framework for Tasmania's DHHS Funded Community Sector.

**Recipient** means the person named above as the Recipient and, where the context requires, includes the officers and employees of the Recipient.

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

- (a) the performance by the Recipient of its obligations under this Deed;
- (b) the receipt, use or expenditure of the Grant;
- (c) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (d) information to assist the Grantor with responding to ministerial enquires in respect of this Deed;
- (e) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;

- (f) any information provided by the Recipient to the Grantor in connection with any application for the Grant;
- (g) any breach of this Deed by the Recipient;
- (h) the occurrence, or possible occurrence, of any Default Event.

**Reporting Obligations** means the reporting obligations set out in 'Attachment 6: Reporting Obligations'.

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

**Security Interest** means:

- (a) a PPSA Security Interest;
- (b) any mortgage, charge, bill of sale, pledge, deposit, lien, hypothecation, arrangement for the retention of title and any other interest or power given by way of security for any debt, monetary liability or other obligation and includes any agreement to grant or create any of the foregoing.

**Term** means:

- (a) the period set out in Item 13; and
- (b) if applicable, includes any further term granted in accordance with clause 4.

**Unexpended Grant** means that portion of the Grant (if any) not expended pursuant to this Deed after all obligations relating to the Approved Purpose have been met or accounted for.

## 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 Inconsistency

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

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

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## 2 Grant Amount

### 2.1 Agreement to provide Grant

Subject to the terms of this Deed, the Grantor will provide to the Recipient the monetary grant set out in Item 3 for use by the Recipient:

- (a) for the Approved Purpose;
- (b) for the Term,

in accordance with this Deed and subject to the Act.

### 2.2 Acknowledgements

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant;
- (b) nothing in this Deed requires the Grantor to provide any further financial assistance to the Recipient in respect of the Approved Purpose; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this Deed or in respect of the Approved Purpose.

### 2.3 Indexation

Subject to approval in the State Government budget each year the Grant Amount will be adjusted for each Financial Year during the Term by the indexation factor approved by the State Government. As soon as practicable after being advised of the indexation factor (where applicable), the Grantor will advise the Recipient of that factor and the amount of the Grant to be paid in the next Financial Year.

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## 3 Payment of Grant to Recipient

### 3.1 Method and timing of Grant Payment

Subject to clause 3.2 and, if applicable, clause 3.3, the Grantor will pay the Grant to the Recipient in the manner and timing as specified in Item 4. If no method and timing of payment is specified in Item 4, the method and timing of payment will be as determined by the Grantor.

### 3.2 Conditions affecting Grant Payment

- (a) **(Conditions precedent):** If Item 5 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part



of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).

- (b) **(Payment of Grant instalments linked to performance):** If:
- (i) the payment details in Item 4 provide for the payment of the Grant by instalments; and
  - (ii) the payment of an instalment of the Grant is linked to the performance of an obligation by the Recipient, or the occurrence of an event,
- the Grantor is not required to pay that instalment of the Grant until, as applicable, the Recipient has completed the performance of that obligation (to the satisfaction of the Grantor) or that event has occurred.
- (c) **(Default Events):** The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
- (d) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor will pay the Grant (or the relevant instalment) using a correctly rendered tax invoice prepared by the Grantor as a “Recipient created tax invoice” in accordance with clause 20.

### 3.3 Grant Account

- (a) This clause 3.3 applies if Item 6 states that this clause applies.
- (b) The Grantor is not required to pay the Grant, or any instalment of the Grant, to the Recipient until:
  - (i) the Recipient has established an account at an authorised deposit-taking institution (as defined in the *Banking Act 1959* (Cwlth)) to be used solely for the purpose of receiving and applying the Grant (Grant Account); and
  - (ii) the Recipient has provided details of the Grant Account to the Grantor.
- (c) The Grantor may pay the Grant, or any instalment of the Grant, by depositing it to the Grant Account. If the Grantor pays the Grant, or any instalment of the Grant, directly to the Recipient, the Recipient must immediately deposit it to the Grant Account.
- (d) The Recipient must only make withdrawals from the Grant Account for the sole purpose of paying amounts, debts and monetary liabilities properly incurred, and immediately due and payable, by the Recipient as part of the Approved Purpose.
- (e) The Recipient holds the Grant on trust for the Grantor until such time as the Recipient is entitled to withdraw the Grant, or part of it, from the Grant Account in accordance with clause 3.3(d).
- (f) Any interest earned on the Grant Account will be taken to form part of the Grant, and must be used only for the Approved Purpose.

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## 4 Further term

- (a) The Grantor may, by written notice to the Recipient no later than six months prior to the expiration of the Term, extend the Term for the further period as set out in Item 14, 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 Grantor requires.

- (b) The number of new terms that may be created under this Deed is limited to the number specified in Item 14 and this clause 4 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 4, the Grantor will consider the Recipient's performance of this Deed during the Term.
- (d) Nothing in this clause 4 requires the Grantor to grant an extension of the Term to the Recipient.

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## **5 Retention of Unexpended Grant**

### **5.1 Sum of Unexpended Grant**

In the event of renewal of this Deed in accordance with clause 4, the Recipient may carry over Grant to the next Deed provided that the sum of Unexpended Grant is less than or equal to five percent of the total Grant paid under this Deed for the Term or \$10,000 per annum over the Term, whichever is the lesser sum.

### **5.2 Sum of Unexpended Grant exceeds set limits**

Where Unexpended Grant exceeds the limit set under clause 5.1 the Recipient must within four months of the expiration of the Term advise the following in writing:

- (a) variations to the level of services provided as part of the Approved Purpose; and
- (b) if the Recipient requests the Unexpended Grant is to be carried over to the new grant deed

### **5.3 Grantor to determine return of Unexpended Grant**

The Grantor will determine in writing within 20 Business Days of receiving the Recipient's request, if part or all of the Unexpended Grant may be retained by the Recipient as part of the funding and on the terms of any new grant deed.

### **5.4 Unexpended Grant not approved for retention**

If the Recipient does not receive approval from the Grantor to carry over Unexpended Grant, the Unexpended Grant must be returned to the Grantor within 20 Business Days of notification by the Grantor that the money must be refunded.

### **5.5 Recipient ceases to provide Approved Purpose**

In the event that the Recipient ceases to undertake the Approved Purpose, all Unexpended Grant held at the date of cessation must within 60 Business Days of the date of cessation be returned to the Grantor.

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## **6 Repayment of Grant by Recipient**

### **6.1 Repayment for incorrect use of Grant**

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or any part of the Grant including Unexpended Grant) that is applied or used by the Recipient for a purpose that is not an Approved Purpose.

## **6.2 Repayment of Grant – other circumstances**

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:

- (a) the Grantor overpays any Grant amount or if the Recipient incorrectly claims an amount from the Grantor;
- (b) the Recipient does not commence the Approved Purpose by the date shown in Item 10 or such later date, if any, approved in writing by the Grantor;
- (c) the Recipient does not complete the Approved Purpose by the date shown in Item 12 or such later date, if any, approved in writing by the Grantor;
- (d) this Deed is terminated by the Grantor in accordance with clause 15.2; or
- (e) a Default Event occurs.

## **6.3 Recipient must comply with notice**

The Recipient must comply with any notice given by the Grantor in accordance with clauses 6.1 or 6.2 within 20 Business Days of that notice, or such other period determined by the Grantor and specified in the notice. The amount specified in a notice is a debt repayable by the Recipient to the Grantor.

## **6.4 Interpretation**

Nothing in this clause 6 limits the generality of any thing else in this clause.

# **Part D: Recipient's general obligations**

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## **7 Application of Grant and related matters**

### **7.1 Application of Grant for Approved Purpose**

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.
- (c) The Recipient must undertake the Approved Purpose:
  - (i) in a timely, diligent, and economical manner; and
  - (ii) exercising reasonable skill, care and attention,having regard to the circumstances in which the Grant is made and the status of the Recipient.
- (d) In undertaking the Approved Purpose, the Recipient must:
  - (i) ensure all Personnel are appropriately qualified, experienced skilled and where appropriate, credentialed and registered;
  - (ii) ensure all Personnel are provided with adequate support, training, debriefings and directions to enable them to effectively perform their duties;

- (iii) exercise due care, skill and judgement;
- (iv) perform those obligations in a timely manner; and
- (v) act in good faith.

## **7.2 Agreed Plan**

If Item 7 includes or refers to an Agreed Plan for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with that Agreed Plan. The Recipient must not change the Agreed Plan without the prior written approval of the Grantor.

## **7.3 Approved Location**

If Item 8 includes or refers to a portfolio of properties and their location (**Approved Location**) for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose only at that location. The Recipient must not change the Approved Location without the prior written approval of the Grantor.

## **7.4 Eligible Persons**

If Item 9 includes or refers to Eligible Persons for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose for the benefit of those Eligible Persons. The Recipient must not change the Eligible Persons without the prior written approval of the Grantor.

## **7.5 Agreed Budget**

If Item 10 includes or refers to an Agreed Budget for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with the Agreed Budget. The Recipient must not change the Agreed Budget without the prior written approval of the Grantor.

## **7.6 Child Safe Organisation**

If Item 17 includes or refers to 'Child Safe Organisation' as applicable, the Housing Support Provider must meet the obligations of a Child Safe Organisation.

## **7.7 Restrictions on use of Grant**

- (a) The Recipient must not use the Grant for the purpose of obtaining legal services except to the extent that the legal services are expressly included in the Approved Purpose.
- (b) Without limiting clause 7.7(a), if the Recipient is a body corporate, the Recipient must not use the Grant for the purpose of obtaining legal advice in relation to any actual or threatened dispute concerning any current or past:
  - (i) member;
  - (ii) director;
  - (iii) officeholder; or
  - (iv) employee involved in the management, of the body corporate.
- (c) Without limiting any other Right, if the Recipient is in breach of this Deed the Grantor may by notice in writing direct the Recipient not to spend any unexpended part of the Grant.
- (d) The Recipient must not spend any unexpended part of the Grant after it receives a notice from the Grantor under clause 7.7(c) unless and until the Grantor gives

written notice to the Recipient authorising the further expenditure of the Grant by the Recipient.

- (e) Without limiting clause 7.7(c), for the purposes of that clause the Recipient will be taken to be in breach of this Deed if any representation or warranty given by the Recipient to the Grantor under this Deed is false, untrue or misleading.

#### **7.8 No Conflict**

- (a) The Recipient warrants that, to the best of its knowledge after making diligent inquiry, at the date of this Deed no Conflict exists or is likely to arise in the performance of the Recipient's obligations under this Deed.
- (b) If a Conflict arises or appears likely to arise, the Recipient must:
  - (i) notify the Grantor immediately;
  - (ii) make full disclosure to the Grantor of all relevant information relating to the Conflict or potential Conflict; and
  - (iii) take any steps the Grantor reasonably requires to resolve or otherwise deal with that Conflict or potential Conflict.

#### **7.9 Commencement of Approved Purpose**

The Recipient must commence (to the Grantor's satisfaction) the Approved Purpose by the Commencement Date or such later date, if any, approved in writing by the Grantor.

#### **7.10 Completion of Approved Purpose**

The Recipient must complete the Approved Purpose by the Expiry Date or such later date, if any, approved in writing by the Grantor.

#### **7.11 Compliance with Laws and policies etc.**

The Recipient must comply with:

- (a) all applicable Laws;
- (b) the Program Policy; and
- (c) the Grantor's reasonable directions about the use and management of the Approved Location,

in expending the Grant and in carrying out the Approved Purpose.

#### **7.12 Contractors**

The Recipient must not subcontract any of its obligations under this Deed without first obtaining the written consent of the Grantor. If the Recipient is permitted to subcontract then:

- (a) the Recipient is not relieved of any of its obligations or liabilities under this Deed as a result of the Recipient's engagement of any contractor to undertake any task related to the performance of any of those obligations;
- (b) on request by the Grantor, the Recipient must provide to the Grantor details of all contractors engaged by the Recipient to perform any task related to the performance by the Recipient of any of its obligations under this Deed; and
- (c) the Recipient and its subcontractors must comply with any conditions imposed by the Grantor as a condition of giving its consent.

### **7.13 Financial records**

- (a) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (b) The accounts, records and financial statements must be retained by the Recipient for a period of at least seven years after earliest of the following dates:
  - (i) the date the Recipient completes the Approved Purpose; and
  - (ii) the date upon which this Deed is terminated by the Grantor.
- (c) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) or such other auditor as appointed by the Grantor to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.
- (d) The Recipient must satisfactorily complete from time to time as required by the Grantor all financial and other acquittal processes required by the Grantor including its annual grant financial accountability report.
- (e) This clause 7.13 survives the termination of this Deed.

### **7.14 Grant not to be used as security**

The Recipient must not grant, or allow to exist, any Security Interest over this Deed, the Grant or the Grant Account (if any).

### **7.15 Notice by Recipient of adverse matters**

The Recipient must immediately notify the Grantor in writing of:

- (a) the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under, this Deed;
- (b) any breach of this Deed by the Recipient; or
- (c) the occurrence of any Default Event.

### **7.16 Key Performance Indicators**

- (a) This clause 7.16 applies if Item 16 of the Information Table says that it is applicable.
- (b) The Recipient must consistently meet or exceed the Key Performance Indicators during the Term.
- (c) To meet its obligations under clause 7.16(b) the Recipient 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 Recipient fails to comply with clause 7.16(c), the Recipient must provide a report to the Grantor within 1 month of such failure, which report must:
  - (i) set out the reasons why the Recipient 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 15.1 and may result in the Grantor terminating this Deed in accordance with clause 15.2.

#### 7.17 Reportable Incidents

- (a) In the event of a Reportable Incident, the Recipient must:
  - (i) prioritise the health and wellbeing of those directly affected in the Reportable Incident;
  - (i) restore a safe environment as soon as possible following the Reportable Incident;
  - (ii) minimise the opportunity for others to be exposed to the Reportable Incident environment;
  - (iii) 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;
  - (iv) notify the Grantor 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 7: Reportable Incident Form';
  - (v) 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 Grantor;
    - (B) participate in the implementation of any recommendations of any Government Body, including the Grantor, following the Reportable Incident;
    - (C) manage verbal and documented information according to any legal obligations.
- (b) In this clause 7.17, a **Reportable Incident** means:
  - (i) an event or circumstance that is unexpected and unintended during the performance by the Recipient 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 Approved Location;
  - (iii) complete, or major, disruption to the performance by the Recipient 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 Recipient's Agents;
  - (C) an allegation, which is a claim that has not been tested or substantiated; or
  - (D) a complaint.

### **7.18 Reporting abuse or neglect**

- (a) If the Recipient is concerned about the safety, risk and wellbeing of a Tenant, a Household or a visitor to the Approved Location, the Recipient 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 Recipient must call Tasmania Police on 000 and, if applicable, seek emergency medical assistance.

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## **8 "Fit and Proper"**

### **8.1 Fit and Proper**

The Recipient must institute procedures to ensure that all persons, including Personnel, or any other person engaged by the Recipient to deliver the Approved Purpose are fit and proper persons, where "fit and proper" means the person:

- (a) is capable of providing an adequate standard of care in relation to the Approved Purpose;
- (b) understands the needs of Eligible Persons and their children (where relevant); and
- (c) is of good character and is suitable to be entrusted with the care of Eligible Persons.

### **8.2 References and checks**

- (a) As part of its employment practices in respect of persons who will or will be likely to have contact with Eligible Persons for purposes of the Approved Purpose and in determining whether they are 'fit and proper' persons, the Recipient must:
  - (i) request from applicants personal references (which go to character) and where applicable or appropriate professional references all of which must be checked by the Recipient; and
  - (ii) where the Registrar will issue a registration card, relevant to the employee position, only employ persons who hold a current registration card issued under the Registration to *Work with Vulnerable People Act 2013* (Tas); or



- (iii) where the Registration to Work with *Vulnerable People Act 2013* (Tas) does not apply, or it is not relevant to the employee position, obtain a police history record check from the Tasmanian Police or other State, Territory or Commonwealth enforcement Agency where the Personnel or any other person engaged by the Recipient has been employed or contracted or has lived for any period of time greater than six months.
- (b) The Recipient must provide to the Grantor at its request evidence of personal reference checks, and evidence of registration under the Registration to Work with *Vulnerable People Act 2013* (Tas) and/or evidence of police checks.

### **8.3 Employee history in respect to services provided to children**

- (a) With respect to the Approved Purpose provided to children, the Recipient's process for the selection of Personnel or any other person engaged by the Recipient must be designed so that applicants are required to demonstrate the qualities and requirements in clause 8.1.
- (b) The Recipient must be satisfied that any person referred to in clause 8.1 is "fit and proper" for the purpose of providing the Approved Purpose to children. The Recipient must determine if, in respect of any such person:
  - (i) there has been recorded against them any conviction in Australia or overseas of an offence involving children (including but not limited to child abuse, assault and neglect); and
  - (ii) there has been any action taken in Australia or overseas in respect of the protection of children who were under the guardianship or custody of the person; and
  - (iii) whether there have been any adverse findings or disciplinary proceedings in any previous place of employment which involved children.

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## **9 Communication Protocols**

### **9.1 Acknowledgement**

The Recipient must include in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Approved Purpose, an acknowledgement that the Approved Purpose is assisted by a grant from the Grantor. The acknowledgement must be in a form and substance approved in writing by the Grantor.

### **9.2 Logos**

- (a) The Recipient may use the Homes Tasmania Logo (the **Logo**) for any promotional material, public (including media) announcement, advertising material, or other publication concerning the Grant.
- (b) The Recipient 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 Grantor for that particular promotional material, public (including media) announcement, advertising material, or other publication concerning the Grant.
- (c) The Recipient must firstly provide the Grantor with a copy of all promotional material, public (including media) announcement, advertising material, or other publication concerning the Grant on which the Logo is to be placed for approval prior to issuing so that the Grantor can ensure that the Logo is used appropriately.

- (d) The Logo can be obtained by contacting Homes Tasmania via [media@homes.tas.gov.au](mailto:media@homes.tas.gov.au).

### 9.3 Publicity

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

### 9.4 Official launch and major announcements

- (a) The Recipient must give the Grantor reasonable notice of each proposed Specified Event being not less than:
- (i) 20 Business Days' notice for the Specified Event set out in clause 9.4(c)(i); and
  - (ii) five Business Days' notice for the Specified Event set out in clause 9.4(c)(ii).
- (b) If required by the Grantor, the Recipient must consult with the Grantor concerning the timing, planning and conduct of each Specified Event.
- (c) In this clause 9, **Specified Event** means:
- (i) an official launch or opening by the Recipient of any facility or works acquired or developed as part of the Approved Purpose; and
  - (ii) any media conference, public event or public announcement arranged by the Recipient concerning the Approved Purpose.

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## 10 Reporting Obligations

### 10.1 Review, monitoring or audit of Relevant Matters

- (a) The Grantor may from time to time review, monitor or audit any Relevant Matter.
- (b) The Recipient must in connection with any such review, monitoring or audit by the Grantor:
- (i) assist and co-operate with the Grantor;
  - (ii) meet with the Grantor at such times, and in such manner, as the Grantor reasonably determines;
  - (iii) permit the Grantor, at reasonable times and on reasonable notice:
    - (A) to inspect and take copies of the Recipient's financial and other records;
    - (B) to enter and inspect any premises owned, occupied or used by the Recipient;
    - (C) to inspect any other property (including plant and equipment) owned or used by the Recipient;
  - (iv) promptly answer all questions put by the Grantor.
- (c) In this clause, each reference to the 'Grantor' includes a reference to a person authorised in writing by an Authorised Officer for the Grantor.

## 10.2 Reporting Obligations

- (a) The Recipient must provide the Grantor with the reports and other documents set out in the Reporting Obligations and must deliver all reports and other documents to the Grantor in a form and substance satisfactory to the Grantor.
- (b) Unless otherwise stated in the Reporting Obligations, nothing in the Reporting Obligations limits the reports or frequency of reports that the Grantor may require under this clause 10.2(b) or prevents the Grantor from updating or changing the Reporting Obligations of the Recipient provided that the Grantor provides the Recipient with 30 days' notice of the changes or updates the Reporting Obligations.
- (c) The Recipient gives to the Grantor 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 Recipient to the Grantor in accordance with this clause 10.2. The Recipient 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 Grantor.

## Part E: Grantor's general obligations

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### 11 Policy changes

The Grantor must notify the Recipient in writing of any changes made to the Program Policy.

# Part F: Indemnity and Insurance

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## 12 Indemnities

### 12.1 Indemnities from Recipient

The Recipient indemnifies, and must keep indemnified, the Grantor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Grantor becomes liable:

- (a) in connection with or arising out of:
  - (i) personal injury to, or death of, any person;
  - (ii) loss or damage to the property of any person; and
  - (iii) financial loss of a third party,
- (b) arising from, or attributable to, the Recipient carrying out the Approved Purpose or performing its obligations under this Deed, to the extent that the injury, death, loss or damage is not caused by a wrongful (including negligent) act or omission of the Grantor;
- (c) in connection with or arising out of the use by the Grantor of any report or other document provided by the Recipient in accordance with this Deed, including any claims regarding the ownership or right to use intellectual property or moral rights (as defined in the *Copyright Act 1968* (Cwlth)) in such reports or documents.

### 12.2 Continuing obligation

The indemnities in clause 12.1:

- (a) are continuing obligations of the Recipient;
- (b) separate and independent from any other obligations of the Recipient; and
- (c) survive the expiration or termination of this Deed.

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## 13 Insurance

### 13.1 Application

This clause 13 applies if Item 18 states that this clause applies.

### 13.2 Recipient to insure

- (a) The Recipient must for at least the Relevant Period hold and keep current a contract of insurance with a reputable insurer, lawfully carrying on insurance business in Australia, indemnifying the Recipient's liability for:
  - (i) personal injury to, or death of, any person; and
  - (ii) loss or damage to the property of any person,for at least the amount shown in Item 18 for each individual claim or series of claims arising out of a single occurrence, or for such other sum as the Grantor reasonably determines from time to time and notifies to the Recipient;

- (iii) the Recipient's liability for workers' compensation; and
  - (iv) any other insurance necessary to properly mitigate the risks associated with the Approved Purpose.
- (b) The Recipient must for at least a term of six years after the termination of this Deed hold and keep current a contract of insurance with a reputable insurer, lawfully carrying on insurance business in Australia, indemnifying the Recipient's liability for professional negligence, for at least the amount shown in Item 18 for each individual claim or series of claims arising out of a single occurrence, or for such other sum as the Grantor reasonably determines from time to time and notifies to the Recipient.
- (c) The liability to be insured against under clause 13.2(a) is liability arising from, or attributable to, the Recipient carrying out the Approved Purpose to the extent that the injury, death, damage or loss is caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.
- (d) In this clause, **Relevant Period** means the period commencing on the date of this Deed and ending on the date on or by which all of the Recipient's obligations under this Deed related to the carrying out of the Approved Purpose have been performed.

### **13.3 Grantor to be named as an interested party**

The insurance contract required by clause 13.2(a)(i) and 13.2(a)(ii) must name the Grantor as an interested party in respect of the Recipient for the purpose of indemnifying the Grantor for any vicarious or other legal liability (if any) it may have in respect of any injury, death, damage or loss caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.

### **13.4 Recipient to notify Grantor**

The Recipient must notify the Grantor in writing as soon as practicable if:

- (a) the insurance contract required by clause 13.2 lapses, is cancelled or is materially altered; or
- (b) the Recipient claims, or becomes entitled to claim, under the insurance contract for something related to the carrying out of the Approved Purpose or this Deed.

### **13.5 Protection of insurance**

The Recipient must:

- (a) comply with the insurance contract required by clause 13.2;
- (b) not do anything which may result in the cancellation of the insurance contract, the refusal by the insurer to renew the insurance contract, or the loss of any right to claim under the insurance contract;
- (c) not without the prior written consent of the Grantor vary, rescind, cancel or terminate the insurance contract.

### 13.6 Policy documents

The Recipient must give to the Grantor:

- (a) when requested by the Grantor, a copy of the insurance contract required by clause 13.2 and evidence of the currency of that insurance contract; and
- (b) a copy of each document issued to the Recipient by the insurer in relation to that insurance contract.

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## 14 Representations and warranties

### 14.1 Warranties

The Recipient represents and warrants to the Grantor that:

- (a) **(no disputes)**: except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, there are no actions or proceedings commenced or threatened affecting the Recipient which may affect its capacity to perform its obligations under this Deed;
- (b) **(transaction permitted)**: the execution, delivery and performance of this Deed by the Recipient will not breach in any respect any provision of:
  - (i) any applicable Law or any order or ruling of a Government Body;
  - (ii) any agreement binding on the Recipient;
  - (iii) if the Recipient is a corporation, the Recipient's constitution;
- (c) **(incorporation)**: if the Recipient is a body corporate, it is duly incorporated and existing under the law of its place of incorporation, it is up-to-date in all reporting requirements and has the corporate power to enter into and perform its obligations under this Deed;
- (d) **(authorisations)**: if the Recipient is a body corporate, all necessary action has been taken by the Recipient to authorise its execution of, and the performance of its obligations under, this Deed;
- (e) **(power)**: the Recipient is not subject to any legal disability or incapacity;
- (f) **(binding obligation)**: this Deed:
  - (i) constitutes a valid legal and binding obligation on the part of the Recipient;
  - (ii) is enforceable in accordance with its terms;
  - (iii) is not void or voidable;
- (g) **(information)**: all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way;
- (h) **(Default Event)**: except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, no Default Event (or event which with the giving of notice or the lapse of time would be likely to become a Default Event) has occurred or is continuing;

- (i) **(trustee warranties)**: if the Recipient enters into this Deed in its capacity as a trustee of a trust:
  - (i) **(trustee and personal capacity)**: the Recipient has entered into this Deed in its capacity as trustee as well as in its personal capacity;
  - (ii) **(sole trustee)**: the Recipient is the only trustee of the trust;
  - (iii) **(additional trustee)**: no action has been taken or is contemplated to remove the Recipient as trustee of the trust or to appoint an additional trustee of the trust;
  - (iv) **(power)**: the Recipient (as trustee of the trust) has power to enter into this Deed;
  - (v) **(full force and effect)**: the trust is in full force and effect and no action has been taken or is threatened to terminate the trust;
  - (vi) **(due administration)**: the Recipient has entered into this Deed as part of the due and proper administration of the trust and for the benefit of the beneficiaries under the trust;
  - (vii) **(right of indemnity)**: the Recipient has a right to be indemnified out of the assets of the trust in respect of its obligations under this Deed;
  - (viii) **(trust deed)**: all documents evidencing the terms of the trust were delivered to the Grantor prior to the date of this Deed, and:
    - (A) are current and have not been amended, altered or revoked in any way; and
    - (B) contain all of the terms of the trust; and
  - (ix) **(no default)**: the Recipient is not in default of its duties as trustee.

#### **14.2 Survival and repetition of representations and warranties**

Each representation and warranty in clause 14.1:

- (a) survives the execution of this Deed; and
- (b) until all of the Recipient's obligations under this Deed have been discharged, is deemed to be repeated with reference to the facts and circumstances then existing on the first day of each named month.

#### **14.3 No reliance by Recipient**

The Recipient acknowledges that it has not entered into this Deed in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

## Part G: Default and termination

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### 15 Default Events, termination, scope reduction and suspension

#### 15.1 Default Events

Each of the following events is a Default Event for the purposes of this Deed:

- (a) **(Breach not capable of being remedied)**: If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.
- (b) **(Defined Event)**: if a Defined Event occurs, without the prior written consent of the Grantor:
  - (i) the Recipient fails to return the Key Performance Indicators to the tolerance threshold within three months of such failure;
  - (ii) the Recipient fails to comply with its obligations as a Child Safety Organisation.
- (c) **(Failure to remedy breach)**: If:
  - (i) the Recipient breaches any of its obligations under this Deed;
  - (ii) the breach is capable of being remedied; and
  - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (d) **(Repudiation)**: If the Recipient repudiates this Deed.
- (e) **(Natural person)**: If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
  - (i) dies;
  - (ii) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwlth)), or any action is taken which could result in that event; or
  - (iii) ceases to be of full legal capacity.
- (f) **(Body corporate related events)**: If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
  - (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
  - (ii) a person becomes a controller (as defined in section 9 of the *Corporations Act 2001* (Cwlth)) of any of the Recipient's property;
  - (iii) the Recipient is dissolved, wound-up or its registration is cancelled;
  - (iv) any process or action is commenced or taken which could lead to an event mentioned in clause 15.1(e)(iii); or



- (v) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (g) **(Ceasing to carry on operations):** If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient ceases to carry on, or threatens to cease carrying on, all or a substantial part of its operations without the prior written consent of the Grantor.
- (h) **(Meeting of creditors):** If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient convenes a meeting of its creditors, or proposes or enters into any scheme of arrangement, reconstruction or composition, with all or some of its creditors.
- (i) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.
- (j) **(Change in control):** The Grantor may terminate this Deed immediately by written notice, if without the Grantor's prior written consent, effective control of the Recipient 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 Recipient means:
  - (i) control of the composition of the board of Grantors of the Recipient;
  - (ii) voting power of the Recipient; or
  - (iii) control of more than half of the issued share capital of the Recipient, excluding any part of it which carries no right to participate beyond a specified amount in the distribution of either profit or capital.

## 15.2 Termination – Default Events

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 22.3 (or any later date specified in the notice).

## 15.3 Termination for convenience

- (a) Either party may, at any time, by giving not less than three months notice in writing to the other party, terminate this Deed for convenience.
- (b) If this Deed is terminated in accordance with clause 15.3(a):
  - (i) the Recipient must:
    - (A) take all reasonable steps to minimise any loss resulting from the termination; and
    - (B) repay to the Grantor any unexpended part of the Grant that is not required by the Recipient to pay a debt or liability properly incurred by the Recipient in undertaking the Approved Purpose up until the termination; and
  - (ii) the Grantor must:
    - (A) subject to clauses 15.3(d) and 15.3(e), pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the termination; and

- (B) if the Grant was payable by instalments, pay to the Recipient any unpaid instalment of the Grant that was properly due and payable to the Recipient for undertaking the Approved Purpose up until the termination of this Deed.
- (c) No compensation is payable by the Grantor to the Recipient in connection with the termination of this Deed in accordance with clause 15.3(a) except as provided for in clause 15.3(b)(ii)(A).
- (d) The Grantor is not liable to pay compensation under clause 15.3(b)(ii)(A) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits.

#### **15.4 Reduction in scope of Approved Purpose**

- (a) The Grantor may, at any time, by notice in writing to the Recipient, reduce the scope of the Approved Purpose for convenience.
- (b) If the scope of Approved Purpose is reduced in accordance with clause 15.4(a):
  - (i) the Recipient must:
    - (A) take all reasonable action to minimise any loss resulting from the reduction of scope; and
    - (B) continue to undertake each part of the Approved Purpose that is not affected by the notice;
  - (ii) subject to clauses 15.4(d) and 15.4(e), the Grantor must pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the reduction in the scope of the Approved Purpose; and
  - (iii) the Grant is to be reduced in proportion to the reduction in the scope of the Approved Purpose.
- (c) No compensation is payable by the Grantor to the Recipient in connection with a reduction in the scope of the Approved Purpose in accordance with clause 15.4(a) except as provided for in clause 15.4(b)(ii).
- (d) The Grantor is not liable to pay compensation under clause 15.4(b)(ii):
  - (i) until the Recipient has provided the Grantor with written evidence of the reasonable costs actually incurred by the Recipient that are directly attributable to the reduction in the scope of the Approved Purpose, to the satisfaction of the Grantor;
  - (ii) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits.

## **15.5 Suspension of payment of Grant (or instalment of Grant)**

- (a) The Grantor may, by notice in writing to the Recipient (Suspension Notice), suspend payment of the Grant (or if the Grant is payable by instalments, an instalment of the Grant) to the Recipient if the Grantor is not satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed.
- (b) Any suspension of payment of the Grant (or any instalment of the Grant) in accordance with clause 15.5(a):
  - (i) operates on and from the date of the Suspension Notice; and
  - (ii) continues until such time as the Grantor notifies the Recipient in writing that the Grantor:
    - (A) is satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed; or
    - (B) withdraws the Suspension Notice.
- (c) The Grantor is not liable for any loss or damage incurred by the Recipient as a consequence of the suspension.

## **15.6 Grantor may terminate immediately on termination of Head Lease**

The Grantor may terminate this Deed immediately if the Head Lease is terminated.

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## **16 Arrangements at the end of Term of on early termination**

- (a) Upon the expiry or earlier termination of the Term, the Recipient must if directed to do so by the Grantor use all reasonable endeavours to do all things and obtain all consents and assignments necessary to enable the Grantor or its nominated alternative Recipient to provide the Approved Purpose.
- (b) Without limiting clause 16(a), the Recipient agrees that as at the expiry or on earlier termination of the Term it must co-operate with the Grantor in seeking a transfer of the delivery of the Approved Purpose to an alternative Recipient engaged by the Grantor.
- (c) Upon expiry or earlier termination of the Term the Recipient must deliver to the Grantor all Material and any other records, information or reports relating to provision of the Approved Purpose or created in accordance with this Deed in its possession or control and if necessary transfer any intellectual property forming any part of those things to the Grantor. Where necessary the Recipient must obtain any consents required from other parties to enable use of those things by the Grantor.

## Part H: Miscellaneous provisions

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### **17 Confidential Material and Information**

#### **17.1 Personal Information Protection Act**

Nothing in this clause derogates from a Party's obligations under the *Personal Information Protection Act 2004* (Tasmania) or the *Privacy Act 1988* (Commonwealth).

#### **17.2 Confidentiality of Eligible Person records**

- (a) The Parties must keep personal or confidential information collected and recorded in a manner that ensures the confidentiality of the Eligible Persons.
- (b) The Recipient will develop and implement a policy and procedure which provides individual Eligible Persons of the Recipient with reasonable access to personal, life, health or financial information held and used by the Recipient in respect of services provided to the Consumer under this Deed.

#### **17.3 Publishing Information**

Despite any confidentiality or Intellectual Property right subsisting in this Deed or a schedule, appendix, annexure or attachment to it (the Deed) and to the extent allowed by law, either Party may publish all or any part of it (the Deed) without reference to the other.

#### **17.4 Recipient must not Disclose Confidential Material**

Without limiting the effect of clause 17.3, the Recipient must not publicly disclose, or use for a purpose other than this Deed, any Material or other Records, information or reports relating to this Deed without the Grantor's prior written consent, except to the extent that:

- (a) the Confidential Material is available to the public generally, other than by breach of this Deed;
- (b) a law requires the Recipient to disclose, file, record or register something that includes Confidential Material;
- (c) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;
- (d) it is necessary or advisable to disclose the Confidential Material to a taxation or fiscal authority;
- (e) the Confidential Material is disclosed confidentially to professional advisers to:
  - (i) to get professional advice about this Deed; or
  - (ii) to enforce this Deed; or
  - (iii) the Parties agree otherwise in writing.

#### **17.5 Employee Compliance**

The Recipient must ensure that all persons who have access to Confidential Material, are aware of, and comply with, all confidentiality obligations affecting it.

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## **18 Intellectual Property**

- (a) Any Intellectual Property rights and title to, or in relation to, Material created using Funds under this Deed will vest, upon its creation, in the Recipient.
- (b) The Recipient grants to the Grantor a perpetual, irrevocable, royalty-free and licence fee-free, worldwide, non-exclusive licence (including a right of sub-licence) to use, copy, and modify the Material referred to in clause 18(a).
- (c) If requested by the Grantor, at the end of the Funding Term or on the earlier termination of this Deed, the Recipient must deliver a complete copy of the Material referred to in clause 18(a) to the Grantor.

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## **19 Special terms and conditions**

- (a) The special terms and conditions (if any) in Item 19 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 19 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 19 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 23.16, any Right contained in Item 19 is in addition to any other Rights provided for in this Deed or at Law.

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## **20 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's right to payment under clause 20(b) is subject to the creation of a valid 'Recipient created tax invoice' being delivered by the Grantor to the Recipient in accordance with clause 3.2(d).
- (d) 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.
- (e) 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 20 as if it were an actual payment made pursuant to this Deed.

- (f) Unless the context otherwise requires, expressions used in this clause 20 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

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## **21 Dispute resolution**

### **21.1 Application**

This clause 21 does not apply to any dispute or difference between the parties concerning the exercise by any party of any Right under legislation.

### **21.2 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.

### **21.3 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 21.2 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 21.3(a) prevents a party from enforcing any signed settlement agreement made by the parties in relation to the dispute or difference.

### **21.4 Further action**

If, after 10 Business Days following receipt by a party of a notice under clause 21.2, 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.

### **21.5 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.

### **21.6 Injunctive and other discretionary relief**

Nothing in this clause 21 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.

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## **22 Notices**

### **22.1 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 22.1(b) and 22.1(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 22.2.
- (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.

### **22.2 Method and address for delivery**

- (a) Subject to clause 22.2(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.

### **22.3 Time of receipt**

- (a) Subject to clause 22.3(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 22.3(a) and 22.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

#### **22.4 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.

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## **23 Miscellaneous**

### **23.1 Governing law**

This Deed is governed by the Laws applying in Tasmania.

### **23.2 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.

### **23.3 Entire agreements clause**

- (a) This Deed and the Head Lease (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 Head Lease (if any). All prior agreements in relation to the subject matter of this Deed and the Head Lease (if any) are merged in and superseded by this Deed and the Head Lease (if any) unless expressly incorporated in this Deed and the Head Lease (if any) as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 23.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

### **23.4 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.

### **23.5 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.



### **23.6 Compliance with obligations**

- (a) The Recipient must ensure that its Personnel or any other person involved in the performance by the Recipient 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 Recipient, would result in the Recipient being in breach of this Deed.
- (b) If the Recipient is prohibited from doing anything under this Deed, the Recipient must not knowingly assist, authorise or allow any other person to do that thing.

### **23.7 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.

### **23.8 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.

### **23.9 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.

### **23.10 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.

### **23.11 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.

### **23.12 Legal costs**

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

### **23.13 Amendment**

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

### **23.14 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.

### **23.15 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.

### **23.16 Rights cumulative**

Each Right of the Grantor provided for in this Deed:

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

### **23.17 Set-off**

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

### **23.18 No assignment**

The Recipient must not assign any of its Rights and obligations under this Deed except with the prior written consent of the Grantor.

### **23.19 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.

### **23.20 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) The Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

### **23.21 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.

### **23.22 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 23.22(b) or clause 23.22(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 23.22 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

---

Date:

## Signing by Grantor

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 Recipient

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 Recipient**

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 Recipient**

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: Agreed Plan

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The Recipient must carry out the Approved Purpose in accordance with the Program Policy

The beneficiaries of the Approved Purpose must only include Eligible Persons.

## Attachment 2: Agreed Budget

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To be added as per agreed budget from the Request for Grant Proposal

## Attachment 3: Program Policy

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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](mailto:housing.programs@homes.tas.gov.au)



[www.homestasmania.com.au](http://www.homestasmania.com.au)

## Attachment 4: Child Safe Principles

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NOT APPLICABLE

## Attachment 5: Key Performance Indicators

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

Without limiting clause 7.16, 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 6: Reporting Obligations

<b>A. Quality and Safety Framework Reporting</b> All Reportable Incident Forms are to be sent to: <a href="mailto:housing.programs@homes.tas.gov.au">housing.programs@homes.tas.gov.au</a>	
<b>A.1 Quality and Safety Framework</b>	The Recipient will demonstrate continuous quality improvement and safety activity to the satisfaction of the Grantor in accordance with the Quality and Safety Framework for Tasmania's DHHS Funded Community Sector.
<b>A.2 Reportable Incidents</b>	Reportable incidents must be reported in accordance with this Deed.
<b>B. Performance Reporting</b> All Performance Reports are to be sent to: <a href="mailto:housing.programs@homes.tas.gov.au">housing.programs@homes.tas.gov.au</a>	
<b>B.1 Quarterly KPI Reports</b>	Applicable. The Recipient will provide quarterly reports against the Key Performance Indicators by the <b>8th day</b> of each quarter.
<b>B.2 Half-Year Outcomes Performance Reporting</b>	Not applicable
<b>B.3 National Performance Reporting</b>	The Recipient 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>B.4 Annual SHS Demand Analysis</b>	After <b>30 September</b> each year the Grantor, 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>B.5 Other Performance Information</b>	The Recipient is to provide other performance or activity related information if requested by the Grantor.

## C. Financial Accountability Reporting

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

**Grants Management Team**  
[csgmt@decyp.tas.gov.au](mailto:csgmt@decyp.tas.gov.au)

<b>C.1</b>	<b>Half-Year Reporting</b>	Not Applicable.
<b>C.2</b>	<b>Annual Report</b>	<b>Within five months of the end of the Financial Reporting Year</b> the Recipient will provide the Grantor with an Annual Report of the Recipient.
<b>C.3</b>	<b>Annual Grant Financial Accountability Report – for each funded service</b>	By <b>31 October</b> of each year the Recipient will provide the Grantor with: <ul style="list-style-type: none"><li>• a completed Annual Grant Financial Accountability Report signed by two office holders or members of the Recipient considered to be bona fide representatives of the Recipient to the effect that the grant provided under this Deed was received and disbursed for the purpose for which it was given;</li><li>• where the total Grants received from the Grantor 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 Recipient.</li></ul>
<b>C.4</b>	<b>Financial Statements</b>	<b>Within four months of the end of the Financial Reporting Year</b> the Recipient will provide the Grantor with a signed copy of the Recipient's financial statements (including balance sheet and income statement) together with a signed audit opinion from an Approved Auditor.
<b>C.5</b>	<b>Other Financial Information</b>	The Recipient will provide receipts and other evidence relating to the expenditure of the Grant Amount, including internal management information or extracts of reports from the Recipients financial management information systems, if requested by the Grantor.
<b>D. Other Service Information</b>		
<b>D.1</b>	<b>Other Information</b>	The Recipient is to provide information on service planning and policy implications if requested by the Grantor. 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 7: Reportable Incident Form

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This form is to be completed and sent to [housing\\_programs@homes.tas.gov.au](mailto: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**