

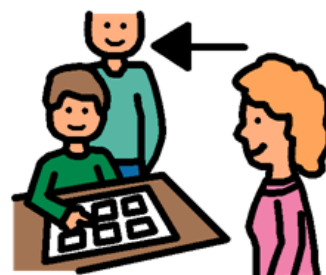
My Service Agreement

Part D: Accommodation Terms & Conditions

My Service Agreement will be referred to as the Agreement.

1. What can you expect of Northcott?

- a) Work with you to provide Supports that best suit your needs. Supports refer to the things you buy from Northcott.
- b) Follow the Disability Service Standards in everything we do.
- c) Discuss decisions with you about how Supports are provided.
- d) Treat you with courtesy and respect.
- e) Keep clear records on the Supports provided to you.
- f) Review of your Supports will be done with you.



2. What Northcott expects from you

- a) To work with Northcott to make sure the Supports we provide meet your needs.
- b) Treat Northcott staff with courtesy and respect.
- c) Let Northcott know about any concerns with the Supports being provided.
- d) If there is an emergency and Northcott must call an ambulance, all medical costs must be paid back to Northcott.



3. What everyone in your Northcott House expects from you

- a) Have your say in making decisions about how the house is run.
- b) Be willing to share doing household tasks such as shopping, meal preparation and cleaning to the best of your ability.
- c) Take responsibility for your personal hygiene. This includes either caring for yourself or guiding staff if you are not able to physically do your own personal care.
- d) Let others, the people you live with and staff, know if you are having visitors over and make sure visitors behave in a way that does not put other residents and staff in danger.
- e) Try to end any arguments with other residents, friends or family. If you cannot end the argument between you, ask a person who is not involved to help you.



4. What about your safety?

- a) You will be asked to take part in risk assessments to assist Northcott in creating a safe environment.
- b) If Northcott decides providing a Support is not safe, we will talk to you about how to provide the Support safely.

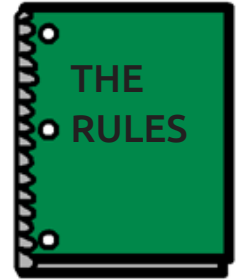


5. What are the Tenancy Laws?

- a) The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2010 apply to your Northcott Service Agreement.
- b) Both the Landlord and you as the Tenant must obey these laws.

Definitions:

- You are the **Tenant**.
 - Northcott or the person who owns the building is the **Landlord**.
- c) *The Residential Tenancies Act 2010 (NSW)* says a Residential Tenancy Agreement is:



'An agreement under which a person grants to another person for value a right of occupation of residential premises for the purpose of use as a residence' (section 13(1)).

For you, this means:

You will pay rent to your Landlord such as Northcott to use the property or part of the property (for example, only one bedroom and common space) as a home. The property may be shared with other tenants or you may have the property to yourself. You may use the property for other things, for example, running a legal business as long as the property is mainly used as a home.

6. All about the Condition Report

- a) Your Landlord will give you a Condition Report for the building when you sign the Residential Tenancy Agreement. The Condition Report given to you says Northcott has checked the quality of the home (inside and outside).
- b) You can add any concerns about the building you see and give a copy of the 'Condition Report' with your notes to the Landlord or the agent and also keep a copy for yourself.
- c) Completing the Condition Report is a good way of finding issues with the building your Landlord should repair and will be useful evidence if there is a disagreement about damage when your Residential Tenancy Agreement ends.



7. Can I have Pets?

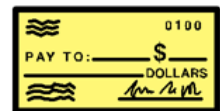
- a) Northcott is responsible for the health and safety of you, your housemates (if they share the house with you), staff and visitors under the Work Health and Safety (WHS) Act 2011 and has a Policy and Procedure on Pet Care in Accommodation Services.
- b) Northcott believes pets can be great company for some people and is happy to consider you having a pet/s.
- c) If you wish to bring a pet into Northcott Supported Accommodation, you need a Residential Tenancy Agreement that lets pets on the property and approval in writing from your Landlord, before getting a pet.
- d) To get approval, you need to discuss your idea with your staff or person acting on behalf of your Landlord to make sure the health and safety of other will not be affected.
- e) Not all pets will be approved. A risk assessment will be done before your Landlord can approve the pet.



Northcott is not responsible for any cost for your pet or the cost or injury to anyone where your pet is at fault.

8. How much does it cost?

- a) Prices for Supports are detailed on your Northcott Service Agreement Part B: Budget.
- b) The National Disability Insurance Agency (NDIA) has set the prices for each Support and they may change from time to time.
- c) You will need to pay for any extra costs while participating in activities that are not covered by your NDIA funding, for example additional food, drinks, event tickets, entry fees, personal things such as medication and toiletries.



d) The Bond

- At the start of the Residential Tenancy Agreement, you need to pay your Landlord a Bond.
- A Bond is a safety net for the Landlord in case you break the terms of your Service Agreement and money is lost.
- The amount of money for the Bond will not more be than the total of four weeks rent.
- You may need to pay the Bond in one go or you may be able to pay in parts.
- Person acting on behalf of your Landlord must give the Bond to Renting Services, a Government Agency.
- The Landlord must deposit the Bond within 10 days of receiving the final bond payment. (Residential Tenancies Act 2010 (NSW) section 162)).
- If the Bond is paid in parts, other timeframes apply (see section 162).
- When the Bond has been given to the Renting Services, they will send you a receipt. If you haven't received a receipt, give Renting Services a ring to see if they got the Bond.
- Northcott cannot ask for any other Bonds, such as guarantees, from people who are not part of your Northcott Service Agreement. These sham activities are illegal (section 219(2)).

e) Under tax law, the following statement must be included in your Northcott Service Agreement Part C: Terms and Conditions:

“A supply of Supports under this Service Agreement is a supply of one or more reasonable and necessary Supports specified in the statement of Supports included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the Participant’s NDIS Plan currently in effect under section 37 of the NDIS Act.”

This means: ‘Northcott will provide one or more of the Supports listed in your NDIS Plan’.

f) You are responsible for your own personal costs including:

- Personal care equipment such as slings
- Health care assessments
- Toiletries, clothes and household items
- Bedroom furniture and electrical appliances
- Transport costs not included in the approved NDIS quote and funding
- Medication costs and medical treatment
- Food
- Telephone costs
- Any costs for your visitors
- Costs while on holidays and during activities e.g. drinks, event tickets, and entry fees. You will also need to cover the cost of any activities your Support Worker does with you that is not covered by your Companion Card.



g) Other Charges:

➤ **Individual Internet and Phone Lines**

- Installation and use is at your own cost.
- If phone lines are already installed but service is not available, you can use Northcott’s phone and internet and Northcott will invoice you for any use.

➤ **Transportation**

- If a vehicle is available, Northcott will provide transportation approved by NDIS with NDIS Accommodation Quoting guidelines. This transport will only be for to you go shopping, medical appointments etc. in the local area.
- The cost of transport will be charged to NDIS under your approved plan. If extra transport is needed, it will be talked about with you on a case by case basis You may choose to pay Northcott to transport you to other location and pay for this from other parts of the NDIS plan which is separate from your Accommodation line item.
- Northcott staff Support is not included in this cost. If extra staff Support is needed, this will be discussed through your NDIS Plan or you can pay for these costs yourself.

9. How do you pay?

- a) If you chose the NDIA or a Plan Management Provider to manage your Supports, Northcott will deal directly with them.
- b) If you are self-managing your NDIS budget, Northcott will provide a tax invoice after Supports have been provided. How and when to pay is listed on the tax invoice.
- c) The agreed board and lodging amount must be paid to Northcott every two weeks using an automated payment arrangement e.g. Centerpay.
- d) Northcott will send you a receipt for all payments.
- e) Nothing in this Agreement shall modify or exclude any legal rights provided under the Competition and Consumer Act 2010 (Cth).



10. What if you need to change your Supports with Northcott?

- a) If you or Northcott need to change when or how Supports are provided, Northcott will get a new quote from the NDIA. Any changes to your Northcott Service Agreement will be in writing, signed and dated.



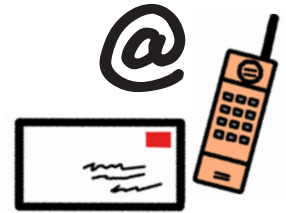
11. What if you need to end your Supports with Northcott?

- a) If you or Northcott need your Northcott Service Agreement to end, the minimum notice period in the terms and conditions of the Residential Tenancy Agreement will be followed.
- b) Serious breaches of this Agreement may result in immediate ending of this Agreement without a notice period. Serious breaches may include but are not limited to:
 - Abusing or assaulting staff or other customers.
 - Possessing, trafficking or supplying an illicit drug.
 - Using Northcott premises for an illegal purpose.
 - Continually breaching the terms and conditions of this Agreement.
 - Damaging or misusing Northcott property.
 - Taking action which is intended, or would reasonably be expected to harm Northcott or its reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity to Northcott.
- c) Northcott may put Supports on hold if you have not paid for the Supports you have already received.
- d) If your Agreement ends for any reason, you will still need to pay for the supports you have already received.



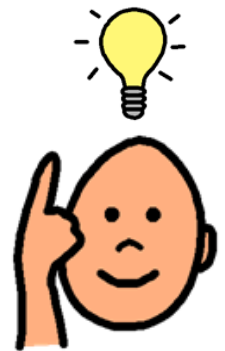
12. How can you give feedback or make a complaint?

- a) Northcott welcomes your feedback and/or complaints about the Supports we provide.
- b) Northcott will listen to your feedback and respond to complaints fairly and in a timely manner.
- c) If you would like more information on feedback and/or complaints, please visit Northcott's website www.northcott.com.au or call us on 1800 818 286.
- d) If you are not happy with the outcome of a complaint, you can contact the NSW Ombudsman by calling 1800 451 524.



13. I understand that:

- a) I will be given a signed copy of 'My Service Agreement'.
- b) I will be asked for my permission if I choose to take part in research projects or have information about me presented at a conference or meeting outside of Northcott.
- c) I can ask to view my Northcott customer file at any time.
- d) Photographs/audio/video may be taken of me and Northcott will seek my consent if these are to be used.
- e) My Service Agreement will end straight away:
 - If I run out of NDIS funding before the end date of this Agreement.
 - If I stop being a participant of the NDIS.
 - If my NDIS plan is updated or I get a new plan.
 - I end the service before the end date of My Service Agreement.



14. How is your privacy protected?

- a) Northcott follows the Privacy Act 1998, the NSW Health Records and Information Privacy Act 2002, ACT Health Records (Privacy and Access) Act 1997 and the NDIS Act 2013.
- b) If you have any questions about privacy you can ask your Individual Plan Advisor or email us at privacy@northcott.com.au. Northcott's Privacy Policy is available at www.northcott.com.au or call us on 1800 818 286 for a copy.



15. I understand the following may happen without my permission:

Northcott will not use or share your personal information with anyone without your written permission, unless we have concerns for your safety or we are required to by law. For example, Mandatory Reporting to the Ombudsman.

