**Management Agreement**

Summer Foundation Ltd

AND

[PROPERTY AND TENANCY MANAGEMENT ORGANISATION]

THIS AGREEMENT is made on the day of 20

PARTIES

1. SUMMER FOUNDATION LTD

ACN 117 719 516

of Level 3, 991 Whitehorse Road, Box Hill VIC 3128

(“Owner”)

1. [PROPERTY AND TENANCY MANAGEMENT ORGANISATION]

[ACN 117 719 516]

of [ADDRESS}

(“Manager”)

BACKGROUND

1. The Owner is the registered proprietor of the Property, or has signed a contract to purchase the Property.
2. The Manager is a registered community housing provider in accordance with the Community Housing Providers National Law.
3. The Owner wishes to engage the Manager to manage the property on behalf of the Owner on the terms and conditions set out in this Agreement.

OPERATIVE PROVISIONS

1. Definitions
   1. General Definitions

In this Agreement:

Agreement means this management agreement between the Owner and the Manager as it is amended from time to time.

Approval means any certificate, authorization, approval, consent, exemption, permit, licence, registration or waiver required to perform the Manager’s obligations under this Agreement.

Business Day means any day other than a Saturday, Sunday or public holiday in the State of Victoria.

Claim includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

Community Housing Providers National Law means the law by that name as contained in Community Housing Providers (Adoption of National Law) Act 2012 (NSW) and includes any regulations and any statutory or other binding instruments made under that law.

Consideration means any consideration payable under this Agreement in return for a Taxable Supply, but does not include any amount on account of GST.

Cost means and includes a cost, charge, expense, outgoing, payment, fee or other expenditure of any nature.

Fixture and fittings means all fixtures and fittings belonging to the Owner including, without limitation, those chattels, fixtures and fittings specified in a Residential Tenancy Agreement as belonging to the Owner.

GST Act means A New Tax System (Goods and Services) Act 1999 as it is amended from time to time.

Input Tax Credit has the same meaning given to that term in the GST Act, but also includes a reduced input tax credit under Division 70 and an adjusted input tax credit under Division 132 of the GST Act.

Insolvency Event means being insolvent, under administration or having a controller (as defined in the Corporations Act 2001 (Cth)) appointed or being in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or being otherwise unable to pay debts when they fall due or having something with the same or similar effect happen under the Laws of any jurisdiction.

Item means an item in a Schedule

Law means:

1. any Act, regulation, ordinance, rule, proclamation, by-law, order, award or similar statutory instrument; and
2. the common law and the principles of equity as applied from time to time in the State of [INSERT]

Management Fee means the fee stated in Item 4 of Schedule 1

Project Description means the project description in Schedule 3

Property means all and each one of the properties described in Item 2 of Schedule 1, including Fixtures and Fittings contained within those properties.

Property Condition Report means the condition report in a form reasonably acceptable to the Owner and to be prepared by the Manage on an annual basis as required by this Agreement.

Recipient has the same meaning given to that term in the GST Act.

Rent means the amounts payable by the Tenant by way of rental under the Residential Tenancies Agreement.

Residential Tenancies Agreement means the agreement to be entered into by the Owner and each Tenant and which will be in a form prepared by the Manager and approval by the Owner

RTA means the Residential Tenancies Act 2010 (NSW) as it amended from time to time.

Schedule means a schedule to this Agreement

Services means property management services.

State means the state or territory in Australia in which the Land is located.

Supplier means the entity make the Supply to the Recipient

Supply has the same meaning given to that term in the GST Act.

Taxable Supply has the same meaning given to that term in the GST Act.

Tenant means the period of this Agreement as described in Item 3 of Schedule 1.

* 1. GST Definitions

1. In this Agreement:

GST Amount means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is the Consideration for a taxable supply) by the appropriate rate of GST.

Payment means:

1. The amount of any monetary Consideration (other than a GST Amount payable under clause 9.2)
2. The GST exclusive market value of any non-monetary Consideration paid or provided by a party to another for any Supply made under or in connection with this Agreement and includes any amount payable by way of indemnity, reimbursement, compensation or damages.
3. In this Agreement the following terms have the same meaning as those terms in the GST Act:
4. Adjustment event;
5. Adjustment note;
6. Increasing adjustment
7. Decreasing adjustment
8. GST;
9. GST Group
10. Input Tax Credit;
11. Representative member;
12. Supply;
13. Taxable supply; and
14. Tax invoice
    1. Interpretation
15. Reference to:
16. one gender includes the other;
17. the singular includes the plural and the plural includes the singular;
18. a person includes a body corporate;
19. a party includes the party’s executors, administrators, successors and permitted assigns;
20. a statute, regulation or provision of a statute or regulation (“Statutory Provision”) includes:
21. that Statutory Provision as amended or re-enacted from time to time; and
22. a statute, regulation or provision enacted in replacement of that Statutory Provision; and
23. money is to Australian dollars, unless otherwise stated
24. “including” and similar expressions are not words of limitation
25. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expressions have a corresponding meaning.
26. Headings are for convenience only and do not form part of this Agreement or affect its interpretation.
27. A provision of this Agreement must not be construed to the disadvantage of a party merely because that arty was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.
28. Anything to be done on a Saturday, Sunday or public holiday in the State may be done on the next Business Day.
    1. Parties
29. If a party consists of more than 1 person, this Agreement binds each of them separately and any 2 or more of them jointly.
30. An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
31. As party which is a trustee is bound both personally and in its capacity as a trustee.
    1. Special Conditions

Any special conditions set out in the Agreement:

1. bind the parties; and
2. if inconsistent with any other provision of this Agreement, override them.
3. Appointment of the Manager
   1. Appointment for Term

The Owner appoints the Manager for the Term to manage the Property on behalf of the Owner and the Manager hereby accepts such appointment.

* 1. Holding over

If the Manager continues to provide services pursuant to this Agreement with the consent of the Owner, after the Term has expired, this Agreement shall continue on a month-to-month basis, with either party able to end this Agreement on the provision of one months’ written notice given at any time.

1. Manager’s obligations
   1. General

The Manager warrants that:

1. it has the sufficient expertise, knowledge and experience to perform the Services;
2. it has all necessary authorisations required to undertake the Services and its obligations under this Agreement and will provide the Owner with copies of all such authorisations;
3. it has read the Project Description and will act in accordance with the Project Description;
4. it will carry out its obligations under this Agreement;
5. in accordance with all Laws, Approvals and the requirements of all Authorities; and
6. with a high degree of professionalism, skill and diligence such as may be expected of a professional manager qualified and experienced in carrying out management services similar to those to be carried out by the Manager under this Agreement.
   1. Collection of Rent and Re-Leasing

The Manager agrees that during the Term it will:

1. collect Rent payable by a Tenant pursuant to a Residential Tenancy Agreement fortnightly in advance either by on the date and in the amount and terms agreed between the Owner and the Tenant in the Residential Tenancy Agreement;
2. bank any Rent payments promptly and remit Rent to the Owner quarterly after any deductions permitted by this Agreement;
3. record and follow up Rent arrears with the Tenant in a timely manner and take necessary lawful steps to recover Rent from the Tenant;
4. conduct 6–monthly Rent reviews with the Tenant in accordance with the terms of the Residential Tenancy Agreement and RTA in accordance with the Manager’s rent review policy for social housing tenancies;
5. provide the Tenant with a statement/receipt for Tent paid;
6. arrange for the letting of the Property to Tenants on the terms contained in the Residential Tenancy Agreement; and
7. negotiate lease renewals under the direction of the Owner and in accordance with this Agreement, the Residential Tenancy Agreement and any requirements communicated by the Owner from time to time.
   1. Insurance
8. The Manage must at its own expense through the Term maintain the following insurance policies:
9. any policy needed for its risks under this Agreement, including professional indemnity insurance;
10. public risk liability insurance applying to all operations of the Manager, bearing an endorsement to include with limits of at least $20,000,000 per occurrence; and
11. insurance complaint with all applicable workers’ compensation legislation
12. On request at any time, the Manager must provide the Owner with evidence that the Manager has complied with its insurance obligations under this clause 3.3.
13. The Manager must immediately notify the Owner if any insurance policy required under this clause 3.3 is cancelled or threatened to be cancelled, or on the occurrence of any event which may jeopardise the continued existence of such insurance cover.
14. The parties agree that it is the responsibility of the Owner to maintain adequate building and contents insurance with respect to the Property and the Owner’s goods and to promptly advise the Manager if a claim will or has been made with respect to an insurable event.
15. The Owner shall also maintain an insurance policy with respect to public liability that acknowledges the duties owned by owners to occupiers and visitors to the premises.
    1. Preparation and Submission of Financial Reports

The Manager agrees that during the Term it will:

1. provide the Owner on a quarterly basis:
2. details of Rent receipts for the preceding quarter including bank statements and any other supporting documentation as may be required by the Owner;
3. Rent for the preceding month minus monthly bank and other permitted charges and deductions authorized by this Agreement;
4. a report showing any Rent arrears owning by Tenants.
5. keep comprehensive, true and accurate records and accounts of all receipt and expenditure in relation to the Property; and
6. permit the Owner to inspect all such records and accounts referred to in the above paragraph at the Owner’s request.
   1. Inspection and Maintenance of Property

The Manager agrees that during the Term it will:

1. inspect the Property at least annually to ascertain that the Tenant is complying with its obligations under the Residential Tenancy Agreement and the RTA;
2. use all reasonable endeavours to ensure that the Tenant complies with the Residential Tenancy Agreement and RTA;
3. at least annually, provide a Property Condition Report to the Owner;
4. undertake an annual assessment to determine:
5. whether the Property is being maintained in a safe and liveable condition;
6. whether all plant and equipment is functioning at an optimal level; and
7. any immediate or future maintenance, repairs or other works required at the Property to ensure that the Property meets the standards required by the RTA and this Agreement.
8. give written notice to the Owner as soon as reasonably possible after becoming aware of:
9. any damage to the Property or any hazards threatening or affecting the Property;
10. any illegal conduct, a breach of the Residential Tenancy Agreement or the RTA by the Tenant; or
11. threatened malicious damage or conduct endangering safety of occupiers of neighbouring Property;
12. except to the event that the Tenant of the Property is responsible, repair and maintain the Property; and
13. carry out all work required to comply with the requirements of any legislation and any orders. Notices and other requirements of statutory and local authorities relating to the Property that is approved by the Owner (up to a maximum of $1,500) and will be reimbursed to the Manager by the Owner, to the extent that such legislation and requirements are binding on the Owner.
    1. Non-Urgent Repairs

In the event that the Manager is obliged by this Agreement or the RTA to carry out non-urgent repairs, the Manager must:

1. only use appropriately qualified and experienced contractors, and where specified by the Owner in relation to particular trades or tasks, only those specific contractors;
2. obtain two written quotes from qualified contractors prior to approving the commencement of any work costing over $2,000.00; and
3. select the contractor with the lowest quote to carry out the work on the condition that:
4. the quality of the work to be provided by the contractor is consistent with the quality of building erected on the Property; and
5. the work to be provided by the contractor will be provided within a reasonable time frame, considering the type of work which is required.
   1. Urgent Repairs

The Manager may carry out or authorise any repairs or maintenance required to the Property without the prior written consent of the Owner if the repair or maintenance is urgent, the costs of such works to be reimbursed by the Owner in accordance with clause 3.9. The Manager will provide to the Owner a completed form setting out information regarding the relevant urgent repairs or maintenance, the format of which may be agreed by the parties.

* 1. Insurance

The Manager must ensure that any contractor, agent or third party engaged to carry out any works pursuant to this Agreement has:

1. professional indemnity insurance for an amount of $10 million for any one event;
2. public liability insurance for a minimum of $10 million for any one event;

and that contractor, agent or third party upon request provides the Manager with evidence of such insurance.

* 1. Invoices for Work Carried Out on Property

1. The Manager agrees to obtain invoices made out to the Owner for all expenses incurred in relation to carrying out its obligations under clauses 3.5, 3.6 or 3.7, and will forward those invoices to the Owner for the purpose of reporting expenses. The Manager, acting as the Owner’s agent, will pay such expenses directly on the payment terms required by the relevant Supplier and will remit any GST and claim any Input Tax Credits.
2. The Owner hereby indemnifies the Manager against all costs and liabilities incurred in repairs in accordance with the terms of this Agreement and the Owner acknowledges that those costs and liabilities are to be paid from the rental and other income received by the Manager on behalf of the Owner and being income due to the Owner under this Agreement.
3. The Owner agrees to reimburse the Manager within 30 days of invoice date for all shortfall in costs or liabilities under paragraph 3.9(b) should the rental or other income due to the Owner be insufficient to meet these approved expenses.
   1. Services to Tenant

The Manager agrees that during the Term it will:

1. manage the Tenant’s induction into and vacation of the Property pursuant to the provisions of the RTA, including, without limitation, arranging for access to inspect, handover of keys and completion of Condition Report;
2. act as the Owner’s agent if the Owner wishes to serve a notice on the Tenant, needs to inspect the Property for any lawful reason or must otherwise communicate with the Tenant; and
3. where reasonably practicable, facilitate neighbourhood dispute resolution between the Tenant and other persons.
   1. Protocols and Processes

Regardless of anything else in this Agreement, the Manager must abide by the protocols and processes contained in Schedule 2 of this Agreement, in relation to those matters addressed by those protocols and processes. The parties may agree to amend, add or remove protocols and processes from Schedule 2 of this Agreement from time to time and upon such agreement confirmed in writing the new protocols or processes will operate as if they were attached to and included in this Agreement.

1. The Owner’s obligations

The Owner will (at its cost, where applicable):

* 1. Arrange for nomination of tenants for the units to the Manager;
  2. Enter into a Residential Tenancy Agreement approved by the Owner in accordance with the requirements of the RTA;
  3. Pay the Management Fee to the Manager at the times and in the amounts listed in the Schedule;
  4. Carry out or authorise the Manager to carry out all or any of the following works notified by the Manager as being reasonably required:

1. repair of structural or inherent defects in the Property;
2. work which is the responsibility of some other third party;
3. work which is the consequence of any damage by fire, lightening, flood, storm, tempest or act of God or any other factor outside the control of the Owner; and
4. work, repairs and maintenance arising from subsidence of any nature.
5. Relationship between the Parties
   1. The Owner retains control

The Owner expressly reserves the right to confer with the Manager as to the manner in which the Manager carries out its duties described in this Agreement and generally the Manager’s conduct, handling or management of the Property or Tenants. Where agreement cannot be reached, the dispute resolution procedure in clause 8 will apply.

* 1. No Partnership

Nothing in this Agreement will imply any partnership between the Owner and the Manager nor shall anything in this Agreement be deemed to constitute the parties as agents for each other beyond the scope of the terms and conditions of this Agreement.

1. Liability and Indemnity
   1. Indemnity by the Owner

The Owner indemnifies the Manager from all liability, loss, harm, damage, costs and expenses (including legal fees) that the Manager may suffer, incur or sustain arising directly or indirectly out of the Owner’s wilful misconduct, bad faith, negligence or any breach of this Agreement by the Owner, except to the extent that such liability, loss, harm, damage, costs or expense arose directly from the Manager’s wilful misconduct, bad faith, negligence or any breach of this Agreement by the Manager.

* 1. Indemnity by the Manager

The Manager indemnifies the Owner from all liability, loss, harm, damage, costs and expenses (including legal fees) that the Owner may suffer, incur or sustain arising directly or indirectly out of the Manager’s wilful misconduct, bad faith, negligence or any breach of this Agreement by the Manager, except to the extent that such liability, loss, harm, damage, costs or expense arose directly from the Owner’s wilful misconduct, bad faith, negligence or any breach of this Agreement by the Owner.

* 1. No liability for consequential loss

Neither party shall be liable to the other whatsoever for any Claim right or action involving indirect damage or consequential loss including but not limited to loss of profits, loss of business, loss of rent, special damages ot pecuniary loss.

1. Termination
   1. Default

Either party may, at its option and without prejudice to any other rights or remedies provided for in this Agreement or by Law may serve on the other party notice of default and termination, which shall forthwith terminate this Agreement immediately upon the occurrence of any of the following events:

1. the other party fails to remedy the breach of any of its duties having been given 14 days notice in writing of the breach which requires the party to remedy that breach;
2. an Insolvency Event occurs in respect of the other party; or
3. the other party is convicted of a criminal offence.
   1. Termination at the Owner’s option
4. The Owner may terminate this Agreement by providing 120 days written notice to the Manager.
5. The Manager acknowledges and agrees that the Owner may terminate this Agreement under this clause for any reason whatsoever.
   1. Termination at Manager’s Option
6. The Manager may terminate this Agreement by providing 120 days written notice to the Owner.
7. The Owner acknowledges and agrees that the Manager may terminate this Agreement under this clause for any reason whatsoever.
   1. Termination upon sale or transfer

In the event that the Owner completes a sale or makes a transfer of the Property (or any part of the Property) to a third party, this Agreement will terminate in respect of that part of the Property transferred or sold.

* 1. Termination Consequences

After the termination of this Agreement, the Manager will:

1. return to the Owner all originals and copies of documents relating the management of the Property;
2. cease to manage the Property;
3. within 30 days after the receipt of a notice in writing terminating this Agreement furnish to the Owner a complete and current account of all transactions relating to the management of the Property and pay to the Owner any amounts due to the Owner under this Agreement after deducting any monies owed to the Manager under this Agreement.
4. within 30 days after the receipt of a notice in writing terminating this Agreement the Owner will pay to the Manager all outstanding amounts owed to the Manager under this Agreement as at the date of termination.
   1. Manager to Provide Disengagement Assistance
5. The Manager acknowledges and agrees that it is the intention of the parties on expiration or termination of this Agreement that:
6. the business of the Owner is able to continue to operate in such a way that Manager’s obligations are able to be provided to the Owner by another manager as if the termination circumstances and resultant disengagement had not occurred; and
7. a successor (either the Owner or its nominee) is able to continue carrying out the functions in this Agreement without interruption.
8. Upon termination, the Manager shall provide all reasonable disengagement assistance to the Owner in the orderly transfer of its obligations provided pursuant to this Agreement to another manager or to the Owner itself provided that the Owner continues to pay the Manager the Management Fees as applicable as at the date of termination for the services provided during the disengagement assistance.
9. As part of the disengagement assistance, the Manager must, in consultation with the Owner, provide a disengagement plan within seven days of receiving a termination notice; and
10. if the Owner is satisfied that the disengagement plan addresses all the issues and requirements, the Owner will notify the Manager that it accepts the disengagement plan;
11. the Manager will provide the disengagement assistance in accordance with the approved plan.
12. Dispute Resolution
    1. Notice to Other Party

If either party claims that a dispute has arisen however so caused and from wherever arising, that party must notify the other party in writing, giving details of the dispute.

* 1. Parties to discuss

For seven days after a notice is given under clause 8.1, the parties must use their best efforts to resolve the dispute.

* 1. Independent Expert Appointed

If the parties are unable to resolve the dispute within seven days, the parties agree to appoint either an independent expert agreed upon the parties (or in the absence of agreement, appointed by the president of the Law Society of New South Wales or his delegate upon the application of one of the parties).

* 1. Expert’s Powers

The role of the expert shall be to assist the parties in negotiating a resolution of the dispute. The expert may not make a decision that is binding on a party unless that party has so agreed in writing.

* 1. Costs

The parties must share equally the costs of any expert appoint under clause 8.3.

* 1. Carry on Management

During a dispute the parties agree that the Manager shall continue to manage the Property and generally carry out its duties so as not breach any terms of this Agreement and otherwise.

1. GST
   1. Amounts do not include GST

All Payments under this Agreement have been set or determined exclusive of the impact of GST.

* 1. Liability to pay GST

If a party make a taxable supply in connection with this Agreement, then the party liable to make a payment for that taxable supply must also pay, at the same time and in the same manner as the payment is otherwise payable, the GST in respect of the taxable supply.

* 1. Tax Invoice

The Obligation to pay the GST Amount under clause 9.2 is subject to the receipt of a valid tax invoice.

* 1. Third party supplies

If:

1. this Agreement required one party to reimburse a second party for a taxable supply made by a third party; and
2. the second party is entitled to claim an Input Tax Credit on any amount paid by it for that taxable supply;

then the amount the first party must pay for that taxable supply is the amount that the second party paid for that taxable supply.

1. less any Input Tax Credit;
2. plus the GST Amount required to be paid under clause 9.2.
3. General
   1. Entire Understanding

This document contains the entire understanding between the parties as to the subject matter contained in it all previous, agreements, representations, warranties, explanations and commitments affecting this subject matter are superseded by this document and have no effect.

* 1. Legal Costs and Expenses

Each party must pay its own legal costs and expenses in relation to the negotiation, preparation and execution of this document and other documents referred to in it.

* 1. Assignment

1. Except as expressly allowed by this Agreement, the Manager must not:
2. sell, transfer, delegate, assign, licence; or
3. mortgage, charge or otherwise encumber;

any right under this document to any person (Proposed Assignee), or permit a Proposed Assignee to assume any obligation under this document without the prior written consent of the Owner with such consent not to be unreasonably withheld or delayed.

1. The Manager must pay all reasonable fees and expenses (including legal fees on a solicitor / own client basis) incurred by the Owner in connection with the proposed assignment and the investigation of the Proposed Assignee, whether or not consent is granted.
2. The Manager must deliver to the Owner:
3. the name and address of any Proposed Assignee;
4. two written references as to financial circumstances and experience of the Proposed Assignee;
5. an agreement in a form approved by the Owner executed by the Proposed Assignee, in which the Proposed Assignee agrees to perform the obligations of the assigning party under this document; and
6. if required by the Owner, a guarantee in a form approved by the Owner executed by persons approved by the Owner, guaranteeing the performance of the Proposed Assignee’s obligations.
   1. Right to Set Off
7. The Owner may set off any amounts due and payable to it by, or to which it otherwise is or would be entitled from the Manager (whether under any provision of this Agreement or otherwise at Law) against any amounts that the Owner is required to pay to the Manager under this Agreement.
8. The Manager may also set off any amounts due and payable to it by, or to which it otherwise is or would be entitled from the Owner (whether under any provision of this Agreement or otherwise at Law) against any amounts that the Manager is required to pay to the Owner under this Agreement.
   1. Time of the Essence

Time is of the essence as regards all dates, periods of time and times specified in this document.

* 1. No Relationship

Except as expressly provided for in this Agreement, nothing in this document will be construed or deemed to constitute a partnership, joint venture or employee, employer, agency or representative relationship between any of the parties.

* 1. Survival of Indemnities

Each indemnity in this document is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this document.

* 1. No Merger

The warranties, undertakings, agreements and continuing obligations in this document do not merge on completion.

* 1. Jurisdiction

The parties agree that this Agreement shall be subject to the Laws of this State of New South Wales and agree to abide by the jurisdiction of the courts in that State.

* 1. Variation

The parties agree that any variation made to any term of the Agreement shall only be effective if recorded in writing and signed on behalf of the parties.

1. Notices
   1. Service of Notices

A notice or other communication required or permitted, under this Agreement, to be served on a party must be in writing and may be served:

1. personally;
2. by leaving it at the party’s current address for service;
3. by posting it be prepaid post addressed to that party at its current address for service; or
4. by facsimile to the party’s current number for service.
   1. Particulars for Service

The particulars for service of the parties are contained in the Schedule.

* 1. Time of Service

A notice or other communication is deemed served:

1. if served personally or left at the party’s address, upon service;
2. if posted within Australia to an Australian address, two Business Days after posting and in any other case, seven Business Days after posting;
3. if served by facsimile, at the time indicated on the transmission report produced by the sender’s facsimile machine indicating that the facsimile was sent in its entirety to the addressee’s facsimile;
4. if received after 6.00pm in the place of receipt or on a day which is not a Business day, at 9.00am on the next Business Day.

**SCHEDULE 1**

|  |  |  |
| --- | --- | --- |
| Item 1 | Date of this Agreement |  |
| Item 2 | Property | Property Address:  The properties to be rented to people with disability:  NOTE: Apartments xx and xx will operate as display units for the first xx months following property handover.  Staff Unit: |
| Item 3 | Term | Two (2) years. Commencing on the date of this Agreement.  NOTE: the parties intend to undertake a review after the first year and also at the end of the Term with a view to reaching agreement to a renewal of this Agreement for a further Term of two (2) years. |
| Item 4 | Management Fee –  Properties for people with disability | The first week’s rent upon commencement of the Tenant’s Residential Tenancy Agreement as consideration for management services provided prior to the formal residential tenancy agreement and then 8.5% of rent collected, plus GST thereafter.  8% of repairs and maintenance costs incurred, plus GST |
| Item 5 | Management Fee –  Staff Unit | $250.00 per annum, plus GST; plus  8% of repairs and maintenance costs incurred, plus GST |
| Item 6 | Owner Service Details | Summer Foundation Ltd  PO Box 208  BLACKBURN VIC 3130  Phone: (03) 9894 7006 |
| Item 7 | Manager Service Details | [PROPERTY AND TENANCIES MANAGER ORGANISATION] |
| Item 8 | Disability Service Provider Details | [INSERT] |

**SCHEDULE 2**

**AGREED OPERATING ARRANGEMENTS AND PROTOCOLS**

As developed, agreed and revised from time to time by the parties to this Agreement.

Arrangements on commencement of this Agreement.

**Rent to be charged**

The rent for tenants with disability (and any other household member) will be 25% of household income and 100% of their Commonwealth Rental Assistance (CRA), with rents to be reviewed every 6 months following indexation related change to pensions/benefits. Rent per unit to be:

* For residential accommodation – always less than 75% of market rent; and
* For the staff unit (office and other ancillary uses) – always less than 50% of market rent.

in order to comply with ATO requirements for charitable organisations.

**Maintenance Contractors**

Due to the smart home automation technology incorporated into the building the Owner will specify the contractor to be used for urgent and non urgent repairs electrical and home automation system repairs and maintenance at commencement of the Agreement.

**Repair and maintenance invoices**

The Manager will notify Summer Foundation of repairs and maintenance expenditure, and must obtain prior authorisation for any repair and maintenance expenses above $[INSERT]

Invoice and repairs and maintenance costs are to be made our to Summer Foundation. The Manager will arrange payment of those expenses on behalf of Summer Foundation, using rent received to make the payment.

On a quarterly basis, the Manager is to provide a statement to Summer Foundation detailing the costs and expenses incurred in relation to repairs and maintenance and showing the amount incurred as a deduction from rent remitted to Summer Foundation.

**SCHEDULE 3**

**PROJECT DESCRIPTION DOCUMENT**

The properties being managed under this Agreement are associated with the [NAME OF PROJECT] Housing and Support Project.

1. BACKGROUND

The Summer Foundation is developing an innovative housing and support model in [SUBURB, STATE]. This project is building on the many insights and learnings from the Abbotsford and Hunter Demonstration Projects.

The project in the [LOCATION] is being established to demonstrate and refine a new housing and support option that provides an alternative to aged care facilities for young people with complex support needs. The model will be formally evaluated and learning’s documented to support others to replicate the model. Ultimately we are working to demonstrate that:



The [NAME OF PROJECT] Housing and Support Project will provide a new housing opportunity for [NO. OF APARTMENTS] people with significant disabilities in a [NO. OF UNITS]-unit apartment development located close to shops and services. The use of technology and accessible and customisable design are core features of the model.

The [NAME OF PROJECT] Housing and Support Project model aligns well with the aspirations for the NDIS. There is a real opportunity to collaborate in this innovative demonstration project and contribute to implementing and refining a new housing and support model that provides new options for people with significant disabilities and complex support needs.

1. Project focus - supporting living independently in your own home

The [NAME OF PROJECT] Housing and Support Project involves independent living in your own home in an apartment development with full tenancy rights as well as responsibilities. There is a very strong focus on supporting people to:

* Live their life with as much autonomy and independence as possible
* Have as much control over their home environment as possible
* Have a home environment that can support maintenance of family roles and contact with friends and family
* Be connected with others and included in the community as fully participating citizens

1. The tenants

The prime target group for the [NAME OF PROJECT] Housing and Support Project is people:

* aged 21- 55 with acquired or late onset disabilities; and
* in, or at risk of entry to, residential aged care, and
* who are seeking to develop their capacity for more independent living.

Project participants can either live alone or with their family or a friend. It is anticipated that some prospective tenants may still currently be living with family or in shared supported accommodation as well as in rehabilitation facilities and residential aged care.

The project is seeking to include participants with a range of disabilities including acquired brain injuries, spinal injuries and progressive neurological conditions such as Multiple Sclerosis.

The Summer Foundation is working with a panel consisting of an independent occupational therapist and, [DISABILITY SUPPORT PROVIDER] (appointment support provider for project) and in consultation with the NDIA to identify and approve suitable tenants for the project.

Consistent with the focus on supporting independence, people wanting to be considered for the project (amongst other criteria) need to demonstrate the following:

* A strong desire to live independently and willingness to take responsibility for achieving this
* Willingness to use any technology that is provided to support and enhance independence
* Capacity to successfully live in an apartment development in close proximity to multiple neighbours
* Ability to understand and fulfil personal responsibilities (with support as required) associated with being a tenant with a Residential Tenancy Agreement
* The location is appropriate for the person – either supporting ongoing connection with family, friends and interests or is a suitable location to build a more independent lifestyle
* Willingness to actively participate in the evaluation of the project

1. The apartments

The [NAME OF PROJECT] Housing and Support Project has [NO. OF APARTMENTS] accessible apartments for people with disabilities. The characteristics of apartments are varied and can provide housing for people in the target group living in a range of different household circumstances as follows:

* [NO.] ground floor apartments with direct street access from the apartment with one accessible bedroom and a second smaller room for a study, storage area, or family or friends staying over
* [NO.] larger apartments with 2 bedrooms, including one with two fully accessible bedrooms; these are suitable for people living alone or with a family member, such as partner or child, or a friend
* [NO.} large apartments with 3 bedrooms, creating the opportunity for people to live with a number of other family members if their current housing circumstances (for example lack of accessible design, lack of technology) places them at significant risk of needing to move away from their family

Two of the apartments will be used as display units for an initial 6 months.

1. support model APPROACH

The orientation of the support approach is to support tenants to develop their capability to live with as much independence as is possible, and encourages and facilitates the tenant to build a life that is meaningful to them and engaged with others.

The location of the housing (close to services and community resources), the accessible and customisable features of the housing, and the technology are all important elements that support a tenant to live with greater independence. In order to maximise the positive impact of these features the support approach needs to encourage and support tenants to make full use of the opportunities provided through the location, design and technology incorporated into the housing.

It is anticipated that each tenant will receive individual support in line with the goals of their individual plan. A key source of funding for this is anticipated to be from the NDIS and will be varied for each person, based on their individual priorities and needs. More specialist (such as health) or mainstream supports are also anticipated to form part of many plans.

The support model for the [NAME OF PROJECT] Housing and Support Project includes access to 24-hour support in emergencies and when urgent unplanned assistance is required and in the initial stages of the project this will be provided form an onsite location. Unplanned assistance can include direct support as well as indirect support such as a discussion over the phone about how to resolve an issue.

The Summer Foundation has appointed [DISABILITY SUPPORT PROVIDER} to be the support partner for first two years of the project. Tenants will be involved in determining support arrangements following the initial two-year project establishment phase.

1. Funding the support, equipment and modifications

The cost of individual tenant support, including access to 24-hour support, will need to be funded from mainstream disability and other support funding (anticipated to be predominantly NDIA funding).

The Summer Foundation has secured capital funding to cover the cost of installation of an emergency communication system and pre-wiring for home automation in all units. Each unit also has a number of design features that can be readily customised if needed to better support a specific tenant live with greater independence. (For example - it is possible to change the height of the kitchen bench and the bathroom basin). However, any personal equipment, individualised customisation or activation of the home automation system will need to be funded through a tenant’s individual funding arrangements.

1. Property and tenancy management

Each tenant will have an individual lease under a standard residential tenancy agreement. Rent will be set at 25% of income and 100% of any Commonwealth Rental Assistance (up to 75% of market rent) to which they are entitled. Tenants will have full tenancy rights and be expected to meet all normal tenancy responsibilities, including those associated with the Owners Corporation by laws for the building.

Management of the properties by an experienced and independent property and tenancy manager is also a key element of the project model. [NAME OF PROPERTY MANAGER ORGANISATION] has been appointed to be the inaugural property and tenancy manager for the project.

In addition to undertaking core property and tenancy management as set out in this Agreement, the property and tenancy manager is also expected to:

* 1. Be an active and effective collaborator in implementation, evaluation and refinement of an innovative housing and support demonstration model, with a focus on, but not limited to, tenancy management aspects of the demonstration project.
  2. Work collaboratively with others involved in the Project to support project tenants to live their lives with as much independence and autonomy as possible and be included in the community as fully participating citizens.
  3. Tailor their practice approach to work in a manner that is sensitive to each tenant’s particular capabilities and disabilities (including physical, communication and cognitive disabilities) and to support achievement of successful tenancies.
  4. Develop an understanding of the specific adaptability features of the apartments and building and an understanding of the emergency communication and home automation features built in.
  5. Participate in the defects inspection process alongside Summer Foundation representative and/or their agent prior to handover of properties from the builder.
  6. Support as necessary, in liaison with others involved in the project, the process for undertaking any modification/adaptation of units required for individual tenants in close association with the tenant, any relevant allied health specialists and support staff.
  7. Participate in regular project partner meetings to collaborate on sharing insights and development of solutions to any emerging issues with supporting tenants achieve successful outcomes.