



Grant Deed

Director of Housing

(constituted a corporation sole by section 6A of the *Homes Act 1935* (Tas))
(Grantor)

and

XXXXXXXXXXXXXXXXXX

(Recipient)

Program: Short Term Supported Accommodation
Specialist Homelessness Service

Service: **Devonport Men's Shelter**

Commencement Date: **1 January 2023**

Expiry Date: **30 June 2028**

Grant Deed: **GD-0000XXXX**

Internal Reference: **SS000XX-XX**

[Important note: This document for use by the Director when providing a monetary grant to a **Housing Support Provider only. Please delete this Important note when populating the template.]**

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

Doc Ref: RFGP_Grant Deed (Attachment A)_NW Mens Shelter.DOCX

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Grant Deed

Part A: Details and recitals

Parties:

Name	Director of Housing (constituted a corporation sole by section 6A of the <i>Homes Act 1935</i> (Tas))
Short form name	Grantor
Notice details	C/- Housing Tasmania, Level 5, 22 Elizabeth Street, Hobart 7000 Telephone: (03) 6166 3662 Email: peter.white@communities.tas.gov.au Attention: Deputy Secretary - Peter White

Name	The entity named in Item 1
Short form name	Recipient
Notice details	Refer Item 1

Recitals:

- A. In accordance with Part IVC of the Act, in particular section 18F, the Grantor, may grant, from the funds of the Grantor, money to a housing support provider, if the Grantor is satisfied that the housing support provider 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 3 of the Act.
- B. The Recipient is a 'housing support provider' as defined by section 3 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 Men's Shelter as short term supported accommodation at the Approved Location(s) in Item 7, in accordance with the Agreed Plan.

Item 3 (clause 1.1): Grant Amount																								
The total amount of the Grant Amount payable by the Grantor, consisting of set up in the Financial Year 2022-2023 and full operation from Financial Year 2022-2023 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.																								
<table border="1"> <thead> <tr> <th>Approved Purpose</th> <th>Set Up 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>Devonport Men's Shelter – 2022-23</td> <td>\$355 000</td> <td>N/A</td> <td>\$355 000</td> <td>\$35 500</td> <td>\$390 500</td> </tr> <tr> <td>TOTAL</td> <td>\$355 000</td> <td>N/A</td> <td>\$355 000</td> <td>\$35 500</td> <td>\$390 500</td> </tr> </tbody> </table>	Approved Purpose	Set Up Grant	Indexation	Total Set Up Funds (ex GST)	GST	Total Set Up Funds	Devonport Men's Shelter – 2022-23	\$355 000	N/A	\$355 000	\$35 500	\$390 500	TOTAL	\$355 000	N/A	\$355 000	\$35 500	\$390 500						
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[Drafting Note: actual funding period dependent on completion of the site and may vary]																								

Item 4 (clause 3.1): Payment method and timing of Grant

Payment by instalments as set out is the table below:

2022-2023 Payment	Amount of Funding Paid
I January	50%
I April	50%
2023-2024 Payment	Amount of Funding Paid
Quarter Beginning	Percentage of Annual Funding Paid
I July	40%
I October	20%
I January	20%

[Drafting Note: actual payment dates dependent on completion of site and may vary]

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: Agreed Plan.

Item 8 (clause 7.3): Approved Location

The premises owned by the Recipient and situated at 58 North Fenton Street, Devonport, Tasmania, 7310

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

Item 9 (clause 7.4): Eligible Persons
Men aged 18 years and over, with or without up to four accompanying child/ren aged under 18, who are homeless or at risk of homelessness.
Item 10 (clause 7.5): Agreed Budget for carrying out Approved Purpose
See Attachment: Agreed Budget.
Item 11 (clause 7.9): Commencement Date
1 January 2023 [Drafting Note: Commencement Date to be finalised subject to completion of construction works for the location. The successful Proponent will work with the Department to establish the service in the 3 months prior to occupancy of the site].
Item 12 (clause 7.10): Expiry Date
30 June 2028
Item 13 (clause 7.10): Term
Subject to the other terms of this Deed, the period of 5 years from the Commencement Date until the Expiry Date.
Item 14 (clause 7.10): Further Term
One further term of 5 years commencing on 1 July 2028 and expiring on 30 June 3033.
Item 15 (clause 1.1): Head Lease
[##insert details or 'Not Applicable'##]
Item 16 (clause 1.1): Key Performance Indicators
Applicable
Item 17 (clause 1.1): Child Safe Organisation
Applicable - refer to Attachment: Child Safe Organisation
Item 18 (clause 13): Insurance
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
Item 19 (clause 19): Special terms and conditions
The following special terms and conditions apply to this Deed: Additional Definitions and Interpretation The following definitions apply to this Grant Deed: Men means those Approved Consumers who are male aged 18 years old and above (with or without up to four accompanying child/ren) who are homeless or at risk of homelessness.

Men's Shelter means a premises that is managed for the purpose of accommodating and supporting eligible Men as set out in the Policy for Short Term Supported Accommodation.

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

- (a) Policy for Short Term Supported Accommodation

Policy for Short Term Supported Accommodations means the Department's policy direction for operating short term supported accommodation for homeless adults in Tasmania, as set out in Schedule 6, which policy may be amended from time to time in accordance with Item 15 *Special Condition: Policies*.

Resident means an Approved Consumer accommodated at the Approved Location, and as the context requires, may refer to all Residents collectively or each Resident individually.

Specialist Housing Information Platform for Tasmania (SHIP-TAS) means the information system developed and owned by the Department to be used by specialist homelessness services in Tasmania for client intake, assessments, brokerage, private rent assistance, housing applications, referrals, and reporting.

Special condition: Delivery of Approved Purpose

Without limiting clause 4.6, the Approved Purpose must be delivered in accordance with the following:

- (a) [Residential Tenancy Act 1997 \(Tas\)](#)
- (b) [Homes Act 1935 \(Tas\)](#)
- (c) [Children, Young Persons and their Families Act 1997 \(Tas\)](#) including mandatory reporting
- (d) [Disability Services Act 2011 \(Tas\)](#)
- (e) [Child Safe Organisations Bill 2020 \(Draft Bill\)](#)
- (f) [Youth Justice Act 1997 \(Tas\)](#)
- (g) [Anti-Discrimination Act 1998 \(Tas\)](#)
- (h) [Current Directions](#) by the Tasmanian Government about public health orders, emergency directions and COVID-Safe plans

Special condition: Affordability

Charges for accommodation provided by the Recipient must be affordable based on tenant's income and will not exceed 30 per cent of income for rent and not exceed 85 per cent of income for rent and board.

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

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Act means the *Homes Act 1935* (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 the Director, 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
- (b) 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 Principals for Child Safe Organisations is attached in 'Attachment: 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: 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: 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: 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.

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.

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 Department 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.

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.

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.

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

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, reasonable 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;
 - (ii) restore a safe environment as soon as possible following the Reportable Incident;
 - (iii) minimise the opportunity for others to be exposed to the Reportable Incident environment;
 - (iv) notify the relevant person with an interest in the Reportable Incident of the Reportable Incident, including next of kin, police, support services as may be appropriate;
 - (v) notify the 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: Reportable Incident Form';
 - (vi) where appropriate:
 - (A) actively contribute to any enquiry and/or investigation of the Reportable Incident that may be undertaken by any Government Body, including the 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.

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.

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 Tasmanian 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 Tasmanian Government 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 the Department via ctcommunications@communities.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) 15 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.

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

11 Policy changes

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

Part F: Indemnity and Insurance

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.

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.

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

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 12.1(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 20.3 (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 12.3(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 12.3(d) and 12.3(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 12.3(a) except as provided for in clause 12.3(b)(ii)(A).
- (d) The Grantor is not liable to pay compensation under clause 12.3(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 12.4(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 12.4(d) and 12.4(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 12.4(a) except as provided for in clause 12.4(b)(ii).
- (d) The Grantor is not liable to pay compensation under clause 12.4(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 12.5(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.

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

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.

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.

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.

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.

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.

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 signature is sufficient for the purposes of sending any Notice by facsimile.
- (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.

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 the Director of Housing pursuant to an instrument of delegation dated 26 November 2016 made under section 6AB of the *Homes Act 1935* (Tas), in the presence of the witness named below:

Signature of delegate: →	<input type="text"/>		
*Print name and position of delegate:	<input type="text" value="Peter White
Chief Executive, Housing and Disability Reform"/>	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

The Recipient must carry out the Approved Purpose set out in Item 2 and as described in the attached Policy for Short Term Supported Accommodation only at the Approved Location set out in Item 8.

The beneficiaries of the services described in this Agreed Plan must only include Eligible Persons set out in Item 9.

[drafting note – proposal of successful Respondent will be attached to this schedule]

Attachment 2: Agreed Budget

[Drafting Note: To be added as per agreed budget from the Request for Grant Proposal].

Attachment 3: Program Policy

POLICY – V0.A – MARCH 2022

Policy for Short Term Supported Accommodation

Purpose

This Policy provides the principles for operating short term (up to two years) supported accommodation services in Tasmania to help single adults and families out of homelessness into a stable home.

Policy Context

As part of Tasmania's specialist homelessness service system, short term supported accommodation services provide safe and affordable accommodation with the goal of helping people transition into secure and sustainable housing. Short term supported accommodation services provide a range of person-centred responses for people who are experiencing homelessness, for the duration of need, up to two years.

Short term supported accommodation includes both **crisis accommodation** and **transitional accommodation** options, which are typically differentiated by the length of stay and intensity of support. Both types of accommodation provide non-permanent housing with supports, either in place or by out-reach, to help residents to find and keep a stable home.

A variety of housing models are used to provide a choice of settings such as shelters with supports in place, or dispersed properties that may include co-located and co-share arrangements.

These services will support introduction of [Housing Connect 2.0](#) which provides services tailored to the different circumstances and life stage of each person. This includes timely access to short term supported accommodation for Tasmanians who are experiencing homelessness, while working with individuals to strengthen their connections to family, friends, community, and services to promote their wellbeing and capacity, to find and keep longer term housing.

Policy development – draft version 0.A: Policy for Short Term Supported Accommodation

The Tasmanian Government 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.

Housing Connect 2.0 is guided by [Advantaged Thinking](#) practice that combines individual and structural approaches to change, by working with people to develop and invest in their talents and aspirations, enabling them to thrive, rather than focusing only on their immediate needs.

Advantaged Thinking recognises people's capabilities, talents and potential and creates the opportunities to realise them, while attending to structural barriers that may be limiting those opportunities. This involves building the skills and talents of people, rather than starting with their deficits and problems, while at the same time investing in sourcing the opportunities, networks, and resources for people to use their skills and talents effectively.

Under Housing Connect 2.0, residents of short term supported accommodation services will have access to Key Development Coaches who provide intensive support to help with the hard problems that can be overwhelming and get in the way of finding and keeping a home.

The critical principles underlying the provision of specialist homelessness services, including short term supported accommodation services are:

- the safety and wellbeing of the person is always the primary consideration
- alternative options for safe, appropriate accommodation and care should be fully investigated before accommodating a person in specialist homelessness services
- where this is not achievable, the person will be accommodated and helped to improve their wellbeing and capabilities to find and keep a safe and stable place to live
- a person who receives assistance from specialist homeless services must be willing to enter into a 'Deal' outlining the offer of Housing Connect 2.0 including respective accountabilities, responsibilities, and expectations.

Risk Factors

Known causes of homelessness include relationship breakdown and family violence, low income and unemployment, mental ill-health, 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.

Presentation and Intake

Referrals will be coordinated

Housing Connect is the principal referral point into short term supported accommodation for Tasmanians aged 16 years and over who need emergency accommodation. Housing Connect assesses the intensity of support needed, and suitable fit of a person before making a referral to a short term supported accommodation service.

People seeking short term supported accommodation may also contact short term supported accommodation providers directly. If people present direct to the short term supported accommodation provider outside of business hours, the service should refer the presenting person/s to Housing Connect After Hours on 1800 800 588 if accommodation at the service is not suitable or available.

As a mandatory reporter¹ a short term supported accommodation provider must share relevant information with the *Strong Families, Safe Kids Advice and Referral Line (ARL)* if a child or young person presents on their own or is accompanied by a parent or other adult. This may include gaining consent to share information with the ARL² and other appropriate services.

Eligibility for the duration of need

To be eligible for short term supported accommodation, a person 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 unsafe (eg women and children escaping family violence)

Short term supported accommodation services are designed to be available for specific groups of eligible adults (16+ years old) and accompanying children, including:

- young people aged 16-24 years old
- single women with or without children
- single men with or without children
- couples or families

To be eligible for short term supported accommodation, a person must be willing and ready to enter into a 'Deal' about agreed accommodation guidelines and goals that will maximise their independence.

Suitability that is respectful and safe

People accessing short term supported accommodation have the right to safety, respect, and dignity. All residents of short term supported accommodation are expected to conduct themselves in a way that does not limit their own or other's safety, respect and dignity, or their participation towards achieving agreed goals.

This includes:

- any safety concerns to themselves, other residents, or workers (such as violent or aggressive behaviour)

¹ [Part 3](#) of the *Children Young Persons and their Families Act 1997* outlines the legislative provisions for informing of concern about abuse or neglect.

² [Part 5A](#) of the *Children Young Persons and their Families Act 1997* outlines the legislative provisions that enable information sharing between CYF and SHS.

- willingness to enter into and engage in a 'Deal' about agreed goals, expectations and accountabilities

Some situations, or 'deal breakers' will mean a person is not yet ready for living at a short term supported accommodation service. A 'deal breaker' is when a person's actions endanger themselves or others, or they are not engaging in their personalised 'Deal' as agreed.

If a person is not yet 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, accommodation for exiting prisoners, and connecting people with health care.

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

Allocations to those in greatest need

Short term supported accommodation providers allocate available accommodation from their own waiting list including referrals that they receive from Housing Connect via the Specialist Homelessness Information Platform (SHIP) or phone referral.

If accommodation is available, the provider will prioritise a placement by the urgency of need (especially if accompanied by children).

Suitability for accommodation will consider:

- any safety concerns to themselves, other residents, or workers
- health and mobility
- the person's ability to live in a communal setting (relevant to shelters)

The first step in accepting a placement is for the person to enter into a 'Deal' outlining agreed goals and agreement to act in accordance with service guidelines.

All specialist homelessness services in Tasmania must use the SHIP to make referrals and to record and share information about clients. This includes referrals and placements into short term supported accommodation.

Special allocations in exceptional cases

When a person with exceptional needs is identified, the Department of Communities Tasmania may determine the need for immediate prioritisation and placement in a specialist homelessness service.

In this event, short term supported accommodation providers will work closely with the Department of Communities Tasmania to identify available and appropriate accommodation.

The Deal that is enabling and personalised

A 'Deal' is an agreement between a person accessing specialist homelessness services and the provider that supports the person to strengthen their wellbeing and capabilities to find and keep a safe and stable place to live. 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 short 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. Once people's immediate needs for safe and secure accommodation is met, the 'Deal' will be expanded to focus on longer term goals, such as securing housing.

Using an Advantaged Thinking approach, a 'Deal' will be individually planned and negotiated with the person who is accessing short 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 short term supported accommodation to respect the safety of themselves, other residents, and workers at the service.

In return, the person will be offered safe, supported, and affordable accommodation.

Accommodation services

Short term supported accommodation services provide essential accommodation services to meet the material basic needs of residents. At a minimum this must include:

- **a single bedroom or a family unit with access to an ensuite or shared bathroom** – this may be in a communal living setting (such as a shelter) or in a dispersed setting. Within a shelter, at least one room and bathroom should be accessible for residents living with mobility issues. Rooms should have access to WIFI.
- **kitchen, dining, and lounge area which may be shared** – residents are supported to establish patterns and skills to help them prepare, budget for, and access three well balanced healthy and nutritious meals per day. There is a focus on learning and achieving healthy habits to meet the [Australian Dietary Guidelines](#) for meals as well as supplementary foods eg healthy snacks. This includes consideration of special dietary requirements such as allergies and food intolerances.
- **laundry facilities** – residents will have access to on-site laundry facilities, including washing machines and dryers to launder their own personal clothing.
- **an agreed length of stay** – the length of stay is flexible to support the person's progress against their goals outlined in the 'Deal' and their success in securing a longer-term home. Accommodation will be provided in three-month blocks, which can be renewed over the term of the stay, subject to the person consistently meeting the conditions of their lease and 'Deal'.
 - **Crisis accommodation** – is intended to provide a short term of stay of about one three-month block, depending on the person's needs and availability of suitable alternative accommodation.

- **Transitional accommodation** – is intended to provide a maximum term of stay of up to two years, depending on the person’s needs and availability of suitable longer-term accommodation.
- **affordable rent** – residents will pay affordable rents based on 25 per cent of their income plus Commonwealth Rent Assistance (if eligible). Some short-term accommodation providers may require a security deposit (bond) of up to two weeks rent. 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.

Focus of support

Residents of short term supported accommodation have access to Key Development Coaches who provide coaching and support that is focussed on helping people to capitalise on their skills, abilities, and resources with the goal of supporting people to find and keep a stable home.

Support will be focused on enabling people to identify and advance their goals and aspirations as outlined in their individual action plan.

In communal living settings (such as shelters) support will be on-site with staff present 24 hours a day, 7 days a week. In dispersed settings, support may be provided as out-reach during the day.

Short term supported accommodation services will:

- **be tailored to the strengths and needs of each person** – short term supported accommodation services will attend to the individual goals and needs of each resident and consider the goals and needs of any accompanying children by applying an [Advantaged Thinking](#) approach. Service responses will enable and reinforce an individual’s capacity and agency in making decisions relevant to their goals and aspirations and encouraged when they are engaging with services.
- **provide a coordinated service response** – short term supported accommodation services will support people to engage with external key allied services. The focus of this work is to deliver a connected and integrated response with a shared vision and collaborative practices where roles are clear and effective and focused on enhancing people’s skills and building resilience.

Allied services may include (but are not limited to):

- Mental Health
- Alcohol and other Drug
- Disability support
- Home and Community Care
- Health services such as medical services (eg general practitioner, dental, physiotherapy)
- Financial counselling
- Legal support
- Centrelink

The focus and scope of support work will be tailored according to the person’s needs, goals and duration of short term accommodation.

- **be part of a community** – short term supported accommodation services will build intentional connections within their local communities to enhance community engagement and social inclusion.
- **apply a person-centred response** – short term supported accommodation services create opportunities for residents to engage in active decision making and person-centred planning and support.
- **be culturally responsive** – short term supported accommodation services will be culturally appropriate and inclusive of diversity including Aboriginal and Torres Strait Islander people, other cultures, community identity, religion, age disability, sexual orientation and difference of thoughts, ideas, and interests.

Exit Planning

Short term supported accommodation providers will work with each resident to plan a safe and appropriate exit from their service.

This could include:

- exiting into independent living (social housing or private rental) with the necessary supports, or
- exiting into long term supported accommodation for those residents who have ongoing support needs.

In some situations, it may be appropriate to exit a person into 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 a longer-term property placement is imminent, and the person is ready for independent living
- where the person poses a risk to themselves, the safety of other residents or workers
- where a person will not enter into the Deal to engage with supports to achieve their goals.

Where safe, affordable long term housing is not available, short term supported accommodation may need to be extended or alternative accommodation secured (eg another short term supported accommodation provider).

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

All efforts should be made to support a resident in upholding their commitment to the 'Deal' and ensuring service providers do the same, before exiting a person from a service. This may include revising an individual '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 non-negotiable.

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 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.

Relevant Documents

This Policy should be read in conjunction with relevant policies and procedures, including the Tasmanian Child and Youth Wellbeing Framework, Tasmania's Affordable Housing Strategy 2015-2025, Tasmania's Affordable Housing Action Plan 2019-2-23 and The Tasmanian Homelessness Charter Guide.

Our Contact Details



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



housing.programs@communities.tas.gov.au



www.communities.tas.gov.au/housing

Attachment 4: Child Safe Principles

The National Child Safe Principles are:

- (a) child safety and wellbeing is embedded in organisational leadership, governance and culture;
 - (b) children and young people are informed about their rights, participate in decisions affecting them and are taken seriously;
 - (c) families and communities are informed and involved in promoting child safety and wellbeing;
 - (d) equity is upheld and diverse needs respected in policy and practice;
 - (e) people working with children and young people are suitable and supported to reflect child safety and wellbeing values in practice;
 - (f) processes to respond to complaints and concerns are child focused;
 - (g) staff and volunteers are equipped with the knowledge, skills and awareness to keep children and young people safe through ongoing education and training;
 - (h) physical and online environments promote safety and wellbeing while minimising the opportunity for children and young people to be harmed;
 - (i) implementation of the national child safe principles is regularly reviewed and improved; and
 - (j) policies and procedures document how the organisation is safe for children and young people.
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Attachment 5: Key Performance Indicators

Attachment 6: Reporting Obligations

A. Quality and Safety Framework Reporting All Reportable Incident Forms are to be sent to: housing.programs@communities.tas.gov.au	
A.1 Quality and Safety Framework	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.
A.2 Reportable Incidents	Reportable incidents must be reported in accordance with this Deed.
B. Performance Reporting All Performance Reports are to be sent to: housing.programs@communities.tas.gov.au	
B.1 Quarterly KPI Reports	Applicable. The Recipient will provide quarterly reports against the Key Performance Indicators by the 8th day of each quarter.
B.2 Half-Year Outcomes Performance Reporting	Not applicable
B.3 National Performance Reporting	The 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.4 Annual SHS Demand Analysis	After 30 September 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.5 Other Performance Information	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
Department of Communities Tasmania
GPO Box 65 HOBART TAS 7001 Australia
communitysector.grants@dhhs.tas.gov.au

C.1	Half-Year Reporting	Not Applicable.
C.2	Annual Report	Within five months of the end of the Financial Reporting Year the Recipient will provide the Department with an Annual Report of the Recipient.
C.3	Annual Grant Financial Accountability Report – for each funded service	By 31 October of each year the Recipient will provide the Department with: <ul style="list-style-type: none">• 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;• where the total Grants received from the Department 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.
C.4	Financial Statements	Within four months of the end of the Financial Reporting Year the Recipient will provide the Department 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.
C.5	Other Financial Information	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.
D. Other Service Information		
D.1	Other Information	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

This form is to be completed and sent to housing_programs@communities.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