

The Resident Agreement

The resident agreement is a formal agreement between you and the aged care home and should be offered to you before you move in.

You do not have to sign the resident agreement at the time it is offered to you. However if you are required to make an accommodation payment this will form part of the agreement. If details of an accommodation payment are included in your resident agreement it will need to be signed within 28 days.

Should your resident agreement not include details of an accommodation payment it is still advantageous to finalise it as soon as possible, as it covers your rights and responsibilities.

What does it cover?

A resident agreement is a legal document. It sets out the terms of your residency, your rights and responsibilities, and the rights and responsibilities of the aged care home.

The resident agreement should cover the following:

- The name of the aged care home;
- The care services that the aged care home can provide to you and any limitations on those services;
- The policies and practices that are used to set your fees and charges;
- The level of the daily fee you will be asked to pay;
- If applicable, the type of extra services you have agreed to receive and the costs you agree to pay for those services;
- The circumstances in which you may be asked to leave the aged care home;

- Information on how the home will help you secure alternative accommodation should you be asked to leave;
- How the aged care home will deal with any complaints you, your carer, family or friends may make;
- Your responsibilities as a resident in the aged care home;
- The aged care home's responsibilities to you as a resident; and
- Any other matters agreed between yourself and the aged care home within the rules of the *Aged Care Act 1997*.

If you are required to make an accommodation payment then your agreement should also include:

- details on your lump sum, if paying by that method. This should include any amounts or payments that are permitted to be deducted from your lump sum;
- details on rental-type payments, if paying by that method;
- if you chose a combination of lump-sum and rental-type payments, details on the rental-type payments to be deducted from your lump sum; and
- other conditions of your accommodation payment and, if applicable, the refund of your lump sum balance amount if you leave or die.

Simplifying access to aged care

The Resident Agreement

Helping you to understand the Resident Agreement

The Resident Agreement is a legally binding document, so it is vital that you understand the document before you sign it.

The resident agreement given to you by the aged care home should be an easily understood document. The home also has a responsibility to make sure that the agreement offered to you is clear.

Senexus Aged Care Solutions can assist you with any queries regarding your Resident Agreement as part of our standard placement service.

Can I change the terms of the Resident Agreement?

Variations can be made to the Resident Agreement providing both you and the aged care home agree to the changes.

To end (terminate) the agreement, you should give the aged care home seven days notice in writing of your intention to do so.

Withdrawing from, or cancelling, the Resident Agreement

You can withdraw or cancel the Resident Agreement within 14 days of signing the agreement. To withdraw or cancel you will need to advise your aged care home in writing.

Any payments already made under the agreement (other than your care fees and charges during those 14 days) will be refunded to you by the aged care home.

Important!

This document is only a guide to the Government's law and policies and does not take into account your individual circumstances. Senexus Aged Care Solutions recommends that you seek appropriate professional advice relevant to your particular situation.