



HIGHER EVERYDAY LIVING AGREEMENT

This agreement sets out the terms and conditions associated with the purchase of higher everyday living services at the residential care home.

By signing this agreement you are agreeing to the terms and conditions associated with a purchase, **but it does not commit you to buy HELF Services.**

A Purchase Form is used to purchase or vary HELF Services and forms part of this Agreement.

Higher Everyday Living Agreement

Introduction

We offer HELF Services for you to buy while you reside in the Residential Care Home pursuant to your Accommodation and Service Agreement that are in addition to or at a higher standard to the services we provide to you under the Aged Care Act or the Rules. This Agreement operates as the Master Higher Everyday Living Agreement setting out the terms and conditions that apply to each purchase of HELF Services by you, and the terms of this Agreement are incorporated into each standing Higher Everyday Living Agreement or the ad hoc Higher Everyday Living Agreement that is created when you buy HELF Services. This Master HELA does not oblige you to buy HELF Services.

When we accept your Purchase Form or request to buy a HELF Service a standing or ad hoc Higher Everyday Living Agreement is created for that particular purchase that is comprised of the Purchase Form, the applicable provisions of this Master HELA and any other terms specified prior to your purchase. Your Accommodation and Service Agreement may also contain clauses that are incorporated into this Agreement.

A standing HELA must be in writing, and information and/or provisions that must be provided and/or included are set out in this Master HELA and in the applicable Purchase Form or other form. An ad hoc HELA does not need to be in writing, and information that must be provided and/or included in the ad hoc HELA is set out in this Master HELA and in the applicable Purchase Form or other form.

This is a legally binding agreement

You should:

- (a) Read this Agreement and any supporting documents we have provided to ensure you understand your rights and obligations.
- (b) Obtain independent advice (including legal and financial advice) about your rights and obligations in connection with this Agreement.

You / Us

Your Full Name (You/Resident)	[#]
Resident type	<input type="checkbox"/> Permanent <input type="checkbox"/> Respite
Residential Care Home	[#]
Registered Provider (We/Us)	[#]
Date of this Agreement	[#]
Payment cycle	HELFL Services Fees for HELFL Services that are provided on an ongoing daily charge basis, are payable monthly in advance. HELFL Services Fees for other HELFL Services provided on a once-off charge or pay per use basis are payable [within 7 days of invoice] or [###] .

Acknowledgement

You acknowledge that:

- (a) Prior to your Start Day we did not:
 - Ask you to pay a HELFL Services Fee for a service; or
 - Offer to enter into a Higher Everyday Living Agreement with you.
- (b) You have had a reasonable opportunity to have this Agreement explained to you, to ask questions and to obtain independent advice (including legal and financial advice) and that you are satisfied with this Agreement.

- (c) This Agreement will apply once you start receiving the HELF Services you purchased even if you do not sign the Agreement.

Privacy Consent

You acknowledge that you (or your authorised representative on your behalf) have:

- (a) Read and understood our Privacy Policy and Privacy Collection Statement.
- (b) Consented to the collection, use and disclosure of personal information (including sensitive information) in accordance with the Privacy Policy and Privacy Collection Statement.

Signed by the **Resident** or their **authorised representative***:

Signed by an **authorised officer** of the **Registered Provider**:

Signature(s): _____ Signature: _____

Full name of representative _____ Full name: _____

Authority _____ Position: _____

Date: _____ Date: _____

1 Entering into a Higher Everyday Living Agreement

- (1) If you agree, on or after your Start Day, to pay a Higher Everyday Living Fee(s) in return for the delivery of a Higher Everyday Living Fee Service(s) the terms and conditions of this Agreement will be incorporated into and apply to the standing Higher Everyday Living Agreement (which must be in writing) and/or the ad hoc Higher Everyday Living Agreement (except for clauses 3, 4 and 8 of this Agreement) that is created with the applicable Purchase Form or request to buy HELF Services or that you have or are taken to have entered into with us.
- (2) For a standing HELA the following will apply:
 - (a) Before you enter into the standing HELA, we must give you a list of the HELF Services with the following information:
 - (i) For a service in the Service List (apart from residential accommodation), the standard at which we deliver the service to you (refer Annexure One).
 - (ii) For a service not in the Service List (apart from residential accommodation), the additional service specifying which item in the Service List the additional service is connected to (refer Annexure One). standalone HELF (including as adjusted for Indexation) for each HELF Service applicable when not purchased as part of a HELF Package and, for each HELF Package, the standalone HELF and the bundled HELF for each individual HELF service in the HELF Package.
 - (b) For a standing HELA that offers the HELF Services in the form of a HELF Package:
 - (i) You are not required to agree to the bundling of the charging of the HELF for the HELF Services Items in a HELF Package.

- (ii) We must offer to deliver, and you may choose to access individual HELF Services in a HELF Package on a standalone basis.
- (c) The standing HELA must include the following information, that will be set out in the Purchase Form or another form included in the standing HELA:
 - (i) The HELF (including as adjusted for Indexation), the HELF Service that it is charged for or in connection with, and the frequency at which it is charged.
 - (ii) For a service in the Service List (apart from residential accommodation), the standard at which the service must be delivered (refer Annexure One).
 - (iii) For a service not in the Service List, the additional service that is connected to a service in the Service List (refer Annexure One).
 - (iv) The applicable Unavoidable Service Costs.
 - (v) In respect of a standing HELA for the delivery of a HELF Service over a fixed term, the fixed term.
- (3) For an ad hoc HELA the following will apply:
 - (a) Before you enter into the ad hoc HELA we must give you the following information:
 - (i) For a service in the Service List (apart from residential accommodation), the service, the standard at which the service must be delivered and the HELF.
 - (ii) For a service not in the Service List, the additional service, the service in the Service List that the additional service is connected to and the HELF.
 - (b) You will be charged for an ad hoc HELF Service at the time it is delivered. You will not be charged if you choose prior to delivery not to, or you are unable to, have the ad hoc HELF Service delivered.
 - (c) The ad hoc HELA must include the following information, that will be set out in the Purchase Form or another form included in the ad hoc HELA:
 - (i) The HELF (including as adjusted for Indexation), the HELF Service that it is charged for or in connection with, and the frequency at which it is charged.
 - (ii) For a service in the Service List (apart from residential accommodation), the standard at which the service must be delivered.
 - (iii) For a service not in the Service List, the additional service that is connected to a service in the Service List.
- (4) A Purchase Form may be used to request or confirm a purchase of HELF Services, to record changes to or cessation of the HELF Services or to cancel a prior Purchase Form, on the terms of this Agreement, without impacting on the continuation of this Agreement or any other Purchase Form, standing HELA or ad hoc HELA.

2 Higher Everyday Living Fee Period

- (1) This Agreement will commence on the day you enter into it either by signing it or purchasing a HELF Service and will end on the sooner of:

- (a) if you are accessing short-term funded aged care services, the end of the period during which we provide to you the short-term funded aged care services;
 - (b) your tenure in the Residential Care Home and/or your Accommodation and Services Agreement ends;
 - (c) by mutual agreement; or
 - (d) 28 days' notice in writing given by us to terminate this Agreement if you have not paid a HELF by the due date.
- (2) The ending of this Agreement will not affect the HELF Period for an ad hoc HELA or a standing HELA that is operative at the time this Agreement ends. An ad hoc HELA or a standing HELA will be operative for the HELF Period applicable to the HELA unless a different period is specified at the time you enter into the HELA.
 - (3) If you are on Extended Hospital Leave (but not any other kind of leave unless we agree), any standing HELA operative at that time is suspended between the start and end of the Extended Hospital Leave during which period you will not receive any HELF Services.
 - (4) For the avoidance of doubt, we may provide a HELF Service under a standing HELA on a single service basis, a package basis, an ongoing basis or a fixed term basis, and the HELF may be charged on a single basis, a once-off basis, a pay per use basis, a daily (or other period) basis or a package basis. A HELF Service under an ad hoc HELA can only be charged on a single service on a single occasion basis.
 - (5) The provisions of this Agreement and any provisions in your Accommodation and Service Agreement that apply to any HELF Agreement you enter into dealing with payments, security for payment, indemnities, limitation of liability, confidentiality, privacy and consequences of termination survive the end of this Agreement and / or any HELF Agreement and may be enforced after they have ended.

3 Terminating or varying a Higher Everyday Living Agreement

- (1) You can terminate a standing HELA and no termination fee is payable in the following circumstances:
 - (a) with immediate effect upon providing written notice:
 - (i) within 28 days of entering into the standing HELA;
 - (ii) if we can no longer deliver the HELF Service at the specified standard; or
 - (iii) if we can no longer deliver the HELF Service; or
 - (b) at any time after 28 days of entering into the standing HELA by giving us written notice, effective 28 days later during which the HELF remains payable.
- (2) You can vary a standing HELA to remove a HELF Package (but not the individual HELF services in it) and/or all or some of the individual HELF services that can be purchased separately and no variation fee is payable in the following circumstances:
 - (a) within 28 days of entering into the standing HELA with immediate effect upon providing written notice; or

- (b) at any time after 28 days of entering into the standing HELA by giving us written notice, effective 28 days later during which the HELF remains payable.

A variation under this sub-clause cannot consist only of a change to Fees.

- (3) After 28 days of entering into a standing HELA we can terminate it by giving you at least 28 days' written notice. We can also vary a standing HELA, by giving you at least 28 days' written notice, including but not limited to the following:
 - (a) remove a HELF Services Package or the Individual HELF Services and their associated HELF Services Fee; or
 - (b) specify a different standard at which the HELF Services Package(s) (including replacing services in the package(s)) or the individual HELF Services are delivered and a different HELF Services Fee; or
 - (c) specify a different HELF Services Package(s) (including replacing individual services in the package(s) or individual HELF Services and a different HELF Services Fee; or
 - (d) substitute the HELF Services Package(s), an individual service in the HELF Services Package(s) or the individual HELF Services with a replacement or substitute of a:
 - (i) similar or comparable quality for the same HELF Services Fee(s); or
 - (ii) lower quality for a reduced HELF Services Fee(s); or
 - (iii) higher quality for an increased HELF Services Fee(s) provided you agree to the increase.
 - (e) if some or all of the HELF Services Package(s) or the Individual HELF Service(s) and associated HELF were removed because of your inability to use the Individual HELF Service(s) due to a change in your functional capacity that prevented you from deriving a benefit, reinstate the HELF Services Package(s) or the Individual HELF Service(s) and associated HELF if and when you are able to again use the HELF Service(s).

A variation under this sub-clause cannot consist only of a change to Fees.

- (4) If we can no longer deliver a HELF Services Package(s) or Individual HELF Services at the specified standard or at all, we may offer, and you may agree, to vary the standing HELA (with effect 7 days after we agree or on any other date that we agree) in the ways set out in the preceding sub-clause.
- (5) Within 14 days of you or us initiating a variation or a termination or proposed variation or termination under this clause or agreeing to a variation as a result of an annual review of an ongoing HELF Service, we will provide to you in writing the following information:
 - (a) an acknowledgement of the variation or termination (including any proposed variation or termination) and changes to the standing HELA;
 - (b) any refund due to you and/or any Unavoidable Service Costs payable by you; and/or
 - (c) if we initiate the variation or termination, our reasons for doing so.

4 Refunding HELF Services Fees

- (1) If the standing HELA is terminated or varied by you at any time or by us at any time after 28 days from entering into a standing HELA, in a way that reduces the HELF, we will refund any portion of the HELF paid in advance for a period following the termination or HELF paid in excess of the reduced HELF for the period following the variation taking effect within 14 days.
- (2) A refund is not payable if the variation or termination is by agreement between us other than an agreement to vary made because of:
 - (a) An annual review of an ongoing HELF Service.
 - (b) Us being unable to continue providing a HELF Service or unable to deliver it at the specified standard.
- (3) We will refund any portion of the HELF paid in advance for a period during your Extended Hospital Leave within 14 days of the start of your Extended Hospital Leave.
- (4) We may deduct any Unavoidable Service Cost from a refund payable to you other than a refund payable because of a variation or termination arising from us being unable to continue providing a HELF Service or unable to deliver it at the specified standard or variation arising from annual review of ongoing HELF Services.
- (5) If you die or stop accessing funded aged care services and you have paid HELF Services Fees in advance for a day occurring after you die or stop accessing those services, we will refund the relevant amounts:
 - (a) to you, within 14 days after you stop accessing funded aged care services; or
 - (b) if you have died:
 - (i) to your estate, within 14 days of when we are shown probate of the will or letters of administration of your estate (in the manner we reasonably require including being shown a certified copy) provided these are shown to us within 14 days after we become aware of your death; or
 - (ii) if sub-clause(b)(i) does not apply, to a person we are reasonably satisfied it is appropriate to pay the refund to on the basis of other evidence, within 14 days after we are shown the other evidence; or
 - (iii) if we are not reasonably satisfied that there is someone appropriate to refund the amounts to, to someone who is authorised or appointed by the court.
- (6) We can make a deduction or set-off from any refund we owe you of any payment you owe us under this Agreement, any HELF Agreement and as permitted under the Accommodation and Service Agreement. If an amount is set-off by us, we will let you know the amounts taken into account and provide you with any information you reasonably require to verify them.

5 HELF Services Limitations

- (1) There are some limitations to certain HELF Services, including but not limited to, the following. Any other limitations will be notified to you prior to purchase.

- (2) **Service Changes and Limits:** We may need to limit or change the way we provide services to comply with applicable laws, including government health directives. Some service limits may impact on the number or type of services you receive. For example, liquor licensing laws may mean that there is a limit on the number of alcoholic drinks served (if offered as part of a HELF Service). Applicable limits will be outlined to you.
- (3) **Bookings:** Some services may require a booking and limits may apply to the number of people who can participate at any one time. Minimum notice periods may also apply. Some services may only be provided if a minimum number of people want to participate. Applicable booking periods and limits will be outlined to you.
- (4) **Disruptions:** There may be some disruptions due to events beyond our control. Some services may also be impacted by the number of care recipients accessing an item at the same time or the way they use an item. For example, internet speeds may be impacted by maintenance, the number of users or users downloading lots of data such as movies.
- (5) **Business Hours and Public Holidays:** Some services may not be available or available in full on a public holiday or outside of business hours. In that case, additional costs may apply if you want an item on a public holiday or outside of business hours (if we can still provide it). Applicable limits and charges will be outlined to you.
- (6) **Brands and Specifications of Products:** The suppliers, brands and specifications of goods or products may change. Any named brands are provided as an example.
- (7) **Suppliers:** Each HELF Service will be provided at the times and places nominated by us, by suppliers we select. We can at our discretion choose or change the supplier(s) of all or part of the HELF Services.
- (8) **HELF Services Package:** If you buy a HELF Package, you must buy the Package as a whole item and you cannot choose to receive or cease part of the HELF Package in return for the bundled HELF for part of the HELF Package. You may choose to terminate the HELF Package and buy individual HELF service(s) separate to the HELF Package charged at the Standalone HELF.

6 Payment of the HELF Services Fee

- (1) The HELF Services Fee for each HELF Service you receive under a standing HELA:
 - (a) is payable from the date you purchase the HELF Services for the HELF Services Period unless a different period is specified;
 - (b) if a daily price is specified, is calculated daily and must be paid in advance in accordance with the Payment Cycle or as otherwise agreed with us (and in any event no more than 1 month in advance); and
 - (c) if a price is specified on a once-off or usage basis, is payable within the Payment Cycle unless otherwise specified by us.
- (2) The HELF Services Fee under an ad hoc HELF is payable at the time the ad hoc HELF Service is delivered.
- (3) HELF Services Fees will be adjusted if the HELF Services Fee relates to a set period and you only start receiving the HELF Services part way through that period, including in the case of monthly HELF Services Fees, part way through a month. The HELF Services Fee will not be

adjusted for any period of leave from the Residential Care Home unless required by the Aged Care Act.

- (4) We will provide you with an itemised invoice or account for each payment period detailing the HELF Services Fees payable during that period except in relation to ad hoc HELF Service. In the case of multiple ongoing Individual HELF Services or HELF Services Package(s), the itemised account will specify the total HELF Services Fee only and not each item.
- (5) Any money payable to us under this Agreement or any HELF Agreement that is not paid by the due date will attract interest at the MPIR or any other rate prescribed under the Aged Care Act for that type of payment compounding on the sooner of the date the payment is again charged or each calendar month.
- (6) You authorise us to deduct HELF Services Fees from your Refundable Deposit if you paid one, as well as any costs, charges and expenses we reasonably incur if you breach this Agreement. If these amounts are deducted, you must still maintain the agreed Accommodation Cost if payable under your Accommodation and Service Agreement.
- (7) Unless otherwise agreed, you must pay all money payable to us under this Agreement or a HELF Agreement in the same manner payable under your Accommodation and Service Agreement and, if none is specified, by direct debit or Centrepay (if applicable) in which case we will provide to you a direct debit or other form to complete.
- (8) HELF is payable while you are on leave apart from Extended Hospital Leave. During the period any standing HELA for a particular HELF Service(s) is suspended due to Extended Hospital Leave you will not be charged for HELF Services apart from any Unavoidable Service Cost specified in the standing HELA.
- (9) You must pay an Unavoidable Service Cost if a standing HELA is suspended because you are on Extended Hospital Leave or if you vary or terminate a standing HELA other than within 28 days of entering into a standing HELA or because you and us agree to the variation during an annual review of ongoing HELF Services or because we can no longer deliver a HELF Service or deliver it at the specified standard.
- (10) We may deduct the Unavoidable Service Cost from a refund payable to you other than because we can no longer deliver a HELF Service or deliver it at the specified standard under a standing HELA.
- (11) We must provide evidence of the Unavoidable Service Cost if you request it.

7 Changes to the HELF Services Fee

- (1) We will review and adjust each HELF Services Fee and if applicable the agreed or specified cost and / or value of each item forming part of a HELF Services Package in accordance with the HELF Services Fee Indexation annually to take effect on 1 July each year. We will notify you of the new HELF Services Fee(s) as soon as reasonably practicable after 1 July each year.
- (2) We may review and adjust each HELF Services Fee in any other manner agreed with you and permitted under the Aged Care Act provided we give you at least 28 days' notice in writing of the proposed HELF Services Fee.
- (3) If there is a change to the HELF Services you receive (other than by reason of a review of whether you remain able to derive a benefit from the HELF Services), we may review and adjust the HELF Services Fee by way of providing you with written notice of the new HELF Services

Fee to apply on, and with effect from 28 days after the date of our notice or any later date set out in our notice (if you choose to continue receiving the HELF Services).

- (4) Any delay in making a review does not prevent the review from taking place and being effective from the earliest date possible.
- (5) The HELF for the HELF Services Package must not exceed the total of the standalone HELF for each Individual HELF service in the Package that you are able to use.

8 Reviews

- (1) We will review annually each HELF Service provided on an ongoing basis. You and us may agree to vary any part of the standing HELA as a result of the review other than a variation that consists only of a change to the HELF Services Fee for a HELF Service.
- (2) We will keep a written record of each annual review, the findings, any agreed variation of this Agreement and any other agreed outcome
- (3) Our review will include whether you still want the HELF Services and to assess whether you remain able to make use of the HELF Services you have purchased. The assessment will determine whether you cannot derive a benefit from the HELF Services due to a change in your functional capacity or for some other reason beyond your control.
- (4) We will assess whether you can make use of the HELF Services prior to you purchasing HELF Services (including under a Purchase Form).

9 Variation

- (1) Any Variation to this Agreement must be by mutual consent following adequate consultation between you and us, except if the Variation is necessary to implement a change in a taxation law (including goods and services tax) and we have given you reasonable or required notice in writing about the Variation.
- (2) This Agreement cannot be varied in a way that is inconsistent with applicable laws, including the Act and the Rules.
- (3) This Agreement will be deemed to have been varied to give effect to any amendment to the Act or the Rules from time to time that changes the basis upon which we must provide HELF Services under a Higher Everyday Living Agreement.

10 Limitation of Liability

- (1) Except to the extent you are entitled to the benefit of one or more of the Consumer Guarantees, we do not provide any guarantees or warranties regarding the suitability, fitness or timing of the services provided under or in connection with this Agreement or any HELF Agreement.
- (2) To the extent permitted by law, our liability for a breach of a Consumer Guarantee and any other claim you may have under or in connection with this Agreement or any HELF Agreement concerning inadequate or unsuitable services is limited to (at our option):
 - (a) supplying the service or service(s) the subject of the claim again; or
 - (b) paying the cost of having the service or service(s) the subject of the claim supplied again.

11 Assignment

- (1) We may assign or novate all or part of our interest, rights and obligations under this Agreement or any HELF Agreement to a third party of our choice, by way of giving written notice of the change to you.
- (2) If notice is given under this clause, references in this Agreement or any HELF Agreement to 'us' or 'we' will be taken to be references to the notified assignee, as if named in this Agreement, with the change to take effect from the date specified in the notice.
- (3) The provision of HELF Services is personal to you and you may not transfer, assign or novate all or any part of your benefits, interest, rights or obligations under this Agreement or any or any HELF Agreement to any third party.

12 General

- (1) Any goods and services tax or similar tax payable on or in connection with a taxable supply to you is payable by you, in addition to the base amount, with tax to be paid at the same time and in the same manner as the relevant payment (as notified).
- (2) We may estimate or calculate monthly amounts on the basis of a set number of days in a month (for example, 31 or 30 days). This may mean that the amount payable for a month varies having regard to the actual number of days in the month.
- (3) You must make payments to us without deduction or set-off unless a deduction or set-off is authorised under the Aged Care Act or the Rules. We can make a deduction or set-off from payments we owe you of any payment you owe us under this Agreement, any HELF Agreement and as permitted under the Accommodation and Service Agreement.
- (4) No time or indulgence granted by us nor any failure on our part to take action in respect of any breach of your obligations constitutes a waiver of any of the provisions of this Agreement or any HELF Agreement with respect to any subsequent or continuing breach.
- (5) If any one or more of the provisions of this Agreement or any HELF Agreement are held to be illegal, void or voidable whether at your option or otherwise, such provisions must be read down, if possible, so as to be valid and enforceable, or if not, severed from the remaining provisions, which remain binding and enforceable against you.
- (6) This Agreement or any HELF Agreement is governed by the laws of the State or Territory where the Residential Care Home is.
- (7) This Agreement is to be read in conjunction with and subject to each or any HELF Agreement and any part of the Accommodation and Service Agreement, and the Aged Care Act or Rules which regulate our dealings.
- (8) A reference to the Aged Care Act, Aged Care Rules or any other law in this Agreement includes any consolidations, amendments, re-enactments or replacements.
- (9) This Agreement or any HELF Agreement may be executed in any number of counterparts and all the counterparts together constitute one and the same instrument. This Agreement or any HELF Agreement may be executed by hand and delivered by email to the other party in a 'pdf' data file. Execution and delivery in that format will be valid and binding as if the 'pdf' copy was an original.

- (10) We may elect to and/or require you to execute and exchange this Agreement or any HELF Agreement electronically in which case:
- (a) you must comply with the processes and instructions we provide;
 - (b) a printed or an electronic form of this Agreement or any HELF Agreement with a party's electronic signature(s) appearing will constitute an executed counterpart; and
 - (c) the date, time and location of the electronic execution will be established by us or the utilised electronic execution system.
- (11) Any person who executes this Agreement and any HELF Agreement on your behalf warrants that they are authorised to bind you, and all parts of this Agreement or any HELF Agreement apply to you, irrespective of any limitations in the authority of the representative or any disclosure made to us about the authority of the representative.
- (12) Unless we notify you otherwise, you can deal with our Nominee as if it were us and for that purpose, any direction, determination, approval or communication made or given by a Nominee in connection with this Agreement or any HELF Agreement is taken to be made or given by us.
- (13) If a Nominee enters into this Agreement or any HELF Agreement on behalf of us, the Nominee does so with our authority.

13 Definitions

The following definitions apply in this Agreement. Unless inconsistent with the context, any other term defined in the Accommodation and Service Agreement used in this Agreement has the same meaning.

- (1) **1997 Act** means the *Aged Care Act 1997 (Cth)*, the *Aged Care (Transitional Provisions) Act 1997 (Cth)* and their associated regulations and principles.
- (2) **2024 Act** means the *Aged Care Act 2024 (Cth)* and its associated rules.
- (3) **Accommodation and Service Agreement** means the accommodation and service agreement (however named) or resident and accommodation agreement between you and us, concerning the provision of residential care and accommodation to you at the Residential Care Home including any variations to it.
- (4) **Ad hoc HELF Agreement** means any agreement between you and us on or after the Start Day for the delivery of a single HELF Service in a point of sale transaction in return for the HELF at the time it is delivered, including any agreement comprising a Purchase Form or a request for an ad hoc HELF Service, the provisions of this Agreement incorporated into the ad hoc HELA and any other terms specified at the time of or prior to purchase. An ad hoc HELA can only be for a single HELF Service that is to be delivered on a single occasion and can only entered into immediately before, or at the time, the HELF Service is to be delivered and ends when the HELF Service is delivered and paid for.
- (5) **Ad hoc HELF Services** means HELF Services we offer as a point of sale transaction in which the HELF Service is paid for at the time it is delivered.
- (6) **Aged Care Act or Act** means:
 - (a) the 1997 Act; and
 - (b) the 2024 Act,

- (7) **Aged Care Rules** or **Rules** means the *Aged Care Rules 2025* (Cth).
- (8) **Agreement** or **Master Higher Everyday Living Agreement** or **Master HELA** means this agreement, any associated documents issued in connection with this Agreement, any Variation and relevant sections of the Accommodation and Service Agreement.
- (9) **Agreement Details** means the details at the start of this Agreement.
- (10) **Australian Consumer Law** means the law set out in in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- (11) **Bundled HELF** means the HELF for an individual HELF service in a HELF Package.
- (12) **Consumer Guarantees** means the guarantees set out in Division 1 of Part 3.2 of the Australian Consumer Law.
- (13) **Extended Hospital Leave** means leave in accordance with s 244(6) of the 2024 Act.
- (14) **Higher Everyday Living Agreement** or **HELF Agreement** means a standing HELA and/or an ad hoc HELA .
- (15) **Higher Everyday Living Agreement Date** means the date of this Agreement as set out in the Agreement Details.
- (16) **Higher Everyday Living Services** or **HELF Services** means the following services we agree to deliver to you in return for a HELF Services Fee:
- (a) before the 2024 Act commences, services that are not specified care and services under the 1997 Act that we must provide to you; and
 - (b) once the Act 2024 commences:
 - (i) for the funded aged care services in the Residential Care Service List (apart from residential accommodation), the service and the standard at which the service must be delivered, specified in the HELF Agreement, which must be higher than the standard that the Aged Care Act requires the service to be delivered at, such as in accordance with the Aged Care Quality Standards, including any higher standard set out in the Higher Everyday Living Agreement; and
 - (ii) for services not in the Residential Care Service List, the additional service that must be specified that is connected to a funded aged care service, that must be specified, in the Residential Care Service List including but not limited to a service that is incidental to, or capable of enhancing the quality of, a service in the Residential Care Service List,

but excludes services provided by a third party to you for a charge under an agreement between you and the third party including if the charge is collected by us on behalf of the third party.

- (17) **Higher Everyday Living Services Fee** or **HELF Services Fee** means the fee you must pay for each HELF Service delivered to you including any variations to that fee and where the context permits **Higher Everyday Living Services Fees** or **HELF Services Fee** means each Higher Everyday Living Services Fee chargeable by us or payable by you, subject to any indexation under the Aged Care Act.

- (18) **Higher Everyday Living Services Fee Indexation** or **HELF Services Fee Indexation** means the indexation of the Higher Everyday Living Services Fee(s) in accordance with s 284-15 of the Rules, applied from the Start Day.
- (19) **Higher Everyday Living Individual Services** or **Individual HELF Services** means a Higher Everyday Living Service that can be purchased separately for a Higher Everyday Living Services Fee, agreed with you on or after the Start Day, and may be varied from time to time in accordance with this Agreement or any other applicable terms but excludes any part of a Higher Everyday Living Services Package.
- (20) **Higher Everyday Living Services Package** or **HELF Services Package** or **package** means a single package of the multiple services forming a Higher Everyday Living Services that must be purchased together for a Higher Everyday Living Services Fee, agreed with you on or after the Start Day, and may be varied from time to time in accordance with this Agreement or any other applicable terms.
- (21) **Higher Everyday Living Services Period** or **HELF Services Period** means:
- (a) For an ad hoc HELA, the period immediately before, or at the time, the HELF Service is to be delivered when the ad hoc HELA is entered into and ending when the HELF Service is delivered and paid for.
 - (b) For each standing HELA, the period starting on the day you enter into that standing HELA or the day a HELF Service is to commence under that standing HELA and ending on the sooner of:
 - (i) if the HELA is for a single HELF Service to be delivered on a single occasion, when the HELF Service is delivered and the HELF Services is paid for, whichever occurs last;
 - (ii) if the HELA is for HELF Services to be delivered for a fixed term, when the fixed term expires and the HELF Service is paid for, whichever occurs last;
 - (iii) if the HELA is for services to be delivered on an ongoing basis, when it is terminated in accordance with this Agreement;
 - (iv) your tenure in the Residential Care Home and/or your Accommodation and Services Agreement ends;
 - (v) if you are accessing short-term funded aged care services, the end of the period during which we provide to you the short-term funded aged care services;
 - (vi) the expiration of any notice you or we may give to stop receiving or providing the HELF Services;
 - (vii) any other agreed date,
- and, for the avoidance of doubt, the cessation of a service or services in the Higher Everyday Living Services Package for any reason does not cause the end of the HELF Period for the remaining item(s).
- (22) **Indexation** means indexation of the HELF in accordance with s 284-15 of the Rules.
- (23) **MPIR** means on the relevant day the maximum permissible interest rate prescribed by the Act or Rules, fixed at the time prescribed in the Act or Rules.

- (24) **Nominee** means any person(s) we appoint to provide care or otherwise act on our behalf in connection with this Agreement and perform some of our obligations under this Agreement including an agent or manager.
- (25) **Payment Cycle** means the manner or intervals when fees and charges are payable to us, as specified in the Agreement Details or notified to you or in the case of an amount which is not payable at regular intervals, on demand and on this Agreement ending, means the date this Agreement ends.
- (26) **Privacy Policy** means our privacy collection statement or privacy policy setting out why we collect personal information about individuals and how we use that information, as provided or notified to you in conjunction with this Agreement or your admission to the Residential Care Home.
- (27) **Purchase Form** means a request to or confirmation of a purchase of HELF Services which can be made in writing, verbally or by conduct. A Purchase Form may be used to record changes to or cessation of the HELF Services or to cancel a prior Purchase Form.
- (28) **Residential Care Home** means the residential care home specified in the Agreement Details.
- (29) **Residential Care Service List** or **Service List** means the list of services in the residential care service types residential everyday living, residential non-clinical care and residential clinical care set out in Div 8, Pt 3, Ch 1 of the Rules. It does not include service type residential accommodation.
- (30) **Standing Higher Everyday Living Agreement** or **standing HELA** means any written agreement between you and us on or after the Start Day for the delivery of a HELF Service(s) in return for the HELF, including any agreement comprising a Purchase Form or any other acknowledgement between you and us on or after the Start Day that a HELF Service will be provided in accordance with this Agreement and the Purchase Form or acknowledgement, the provisions of this Agreement incorporated into the standing HELA and any other terms specified at the time of or prior to purchase. For the avoidance of doubt, it includes any ad hoc HELF Service we specify must be purchased under a standing HELA.
- (31) **Standalone HELF** means the HELF for a HELF Service purchased on a standalone basis.
- (32) **Start Day** means the date you actually enter the Residential Care Home under the Accommodation and Service Agreement.
- (33) **Unavoidable Service Cost** means a cost that relates to HELF Services that would have been delivered to you, had the standing HELF Agreement not been varied, terminated or suspended and that we must pay to another party whether or not we deliver the HELF Services to you. Any such cost ceases to be an Unavoidable Service Cost 90 days after, in the case of a variation, the end of the applicable notice period or, in the case of a termination, the day the termination takes effect.
- (34) **Variation** means any change made pursuant to or in accordance with this Agreement and any other variation agreed by us and you or which you are taken to have agreed to.

Annexure One – HELF Services Qualification

HELF Services	HELF v Standard Service
Room Extras	
Daily towel service	More frequent than the standard twice weekly resupply, unless visibly soiled.
Private telephone in your room - calls included*	More convenient than accessing the home's communal phone, upon request (call costs excluded)
Entertainment & Technology	
Daily newspaper or weekly magazine	Not required under s 8-150 (7) Recreational therapy
In-room smart TV	Not required under s 8-145(6) Bedroom and bathroom furnishings
Internet/Wi-Fi (unlimited)	Data costs specifically excluded under s 8-145 (2) Communication services
Video catch up calls	Not required under s 8-145 (2) Communication services
Virtual travel VR entertainment sessions	Option additional to standard recreational activities provided e.g. quizzes, bingo, games, singalongs, etc
Daily newspaper or weekly magazine	Not required under s 8-150 (7) Recreational therapy
Personal Equipment & Services	
Test and tagging of personal electrical items	Not required under s 8-145(3)(c) Utilities
Private Physiotherapist	Additional to maintenance and/or focused restorative therapy program developed by the home's allied health team
Personal online shopping support	Additional support with personal shopping compared to the standard help with essential purchases only
Priority postage service	More frequent than standard weekly postage service provided
Professionally printed clothing name labels	Better quality and durable clothing labelling compared with standard labelling with a laundry marker pen
Wellbeing & Social Activities	
Meditation private classes monthly	Not required under s 8-150(7)(a) Recreational therapy
Tai Chi Classes weekly	Not required under s 8-150(7)(a) Recreational therapy
Private Yoga classes weekly	Not required under s 8-150(7)(a) Recreational therapy
Private art classes monthly	Additional to the arts and crafts activities included in the standard activity program
Bus trips weekly	Cost of transport is explicitly excluded under s 8-150 (7)(b) Recreational therapy
Private entertainment/BBQ area	Not required under s 8-150 (7)(b) Recreational therapy
Monthly Special Event	Premium event, in addition to the home's standard events
Mother's Day Event	Premium event, in addition to the home's standard events
Father's Day Event	Premium event, in addition to the home's standard events
Christmas Event	Premium event, in addition to the home's standard events
Private party	Not required under s 8-150 (7)(b) Recreational therapy
Saturday socials monthly	Premium event, in addition to the home's standard events
Gardening Club monthly	Special interest group, in addition to the general activities program

Ladies' High Tea / Men's Breakfast Morning Tea monthly	Premium event, in addition to the home's standard events
Special Outings	Not required under s 8-150 (7)(b) Recreational therapy
Dining & Drinks	
Beer, wine & soft drinks with meals	Additional to the standard water, tea, coffee, milk, and fruit juice provided
Choice of 2 hot meals and dessert at lunch	Additional to the standard 1 hot meal option at lunch and dinner and dessert with dinner only
All Day Snacks	Additional to the standard snack and dining options
Happy Hour monthly	This is not required under s 8-145(9)(a) Meals and refreshments
Ice Cream Cart monthly	This is not required under s 8-145(9)(a) Meals and refreshments
Hot breakfast option daily	Additional to the standard continental breakfast provided
Superior BBQ monthly	Higher quality and choice and cuts of meat than the standard generic sausages